	-	cording to Te	erm Sheet: 1m Libor	•	
SF0001M Inc	iex	Index	EE0001M Inc	iex	Index
Date	PX_LAST		Date F	PX_LAST	
10.06.2008	2.42333	1.02883	10.06.2008	4.47125	1.05080
11.06.2008	2.44000	1.02889	11.06.2008	4.47125	1.05092
12.06.2008	2.44500	1.02896	12.06.2008	4.47188	1.05105
13.06.2008	2.45167	1.02903	13.06.2008	4.46875	1.05118
16.06.2008	2.45833	1.02923	16.06.2008	4.47125	1.05156
17.06.2008	2.46833	1.02930	17.06.2008	4.48063	1.05169
18.06.2008	2.47500	1.02936	18.06.2008	4.48000	1.05182
19.06.2008	2.42500	1.02943	19.06.2008	4.49250	1.05195
20.06.2008	2.40667	1.02950	20.06.2008	4.48938	1.05207
23.06.2008	2.40083	1.02970	23.06.2008	4.48938	1.05246
24.06.2008	2.40000	1.02976	24.06.2008	4.48938	1.05259
25.06.2008	2.39000	1.02983	25.06.2008	4.48063	1.05272
26.06.2008	2.37667	1.02989	26.06.2008	4.46000	1.05284
27.06.2008	2.35667	1.02996	27.06.2008	4.43688	1.05297
30.06.2008	2.35667	1.03015	30.06.2008	4.43938	1.05335
01.07.2008	2.34667	1.03022	01.07.2008	4.44688	1.05348
02.07.2008	2.32833	1.03028	02.07.2008	4.44313	1.05361
03.07.2008	2.32167	1.03035	03.07.2008	4.46375	1.05373
04.07.2008	2.31833	1.03041	04.07.2008	4.46625	1.05386
07.07.2008	2.31917	1.03060	07.07.2008	4.46750	1.05424
08.07.2008	2.32000	1.03066	08.07.2008	4.46875	1.05437
09.07.2008	2.31833	1.03073	09.07.2008	4.46875	1.05450
10.07.2008	2.30917	1.03079	10.07,2008	4.46813	1.05463
11.07.2008	2.30667	1.03085	11.07.2008	4.46500	1.05476
14.07.2008	2.30833	1.03104	14.07.2008	4.46563	1.05514
15.07.2008	2.30833	1.03111	15.07.2008	4.46563	1.05527
16.07.2008	2.30250	1.03117	16.07.2008	4.46563	1.05540
17.07.2008	2.30000	1.03123	17.07.2008	4.46813	1.05552
18.07.2008	2.29000	1.03130	18.07.2008	4.46688	1.05565
21.07.2008	2.29167	1.03148	21.07.2008	4.46875	1.05604
22.07.2008	2.28833	1.03155	22.07.2008	4.47250	1.05616
23.07.2008	2.28500	1.03161	23.07.2008	4.48000	1.05629
24.07.2008	2.28167	1.03167	24.07.2008	4.48250	1.05642
25.07.2008	2.28000	1.03173	25.07.2008	4.48625	1.05655
28.07.2008	2.28000	1.03192	28.07.2008	4.48125	1.05694
29.07.2008	2.27833	1.03198	29.07.2008	4.47750	1.05706
30.07.2008	2.27583	1.03205	30.07.2008	4.47688	1.05719
31.07.2008	2.27250	1.03205	31.07.2008	4.47813	1.05719
01.08.2008	2.27167	1.03211	01.08.2008	4.47813	1.05732
04.08.2008	2.27167	1.03230	04.08.2008	4.48188	1.05771
05.08.2008	2.27333	1.03236	05.08.2008	4.48250	1.05784
06.08.2008	2.27000	1.03242	06.08.2008	4.47813	1.05796
07.08.2008	2.26750	1.03248	07.08.2008	4.48063	1.05809
08.08.2008	2.26000	1.03255	08.08.2008	4.47813	1.05822
11.08.2008	2.25833	1.03273	11.08.2008	4.48188	1.05861
12.08.2008	2.25333	1.03279	12.08.2008	4.48063	1.05874
13.08.2008	2.25000	1.03285	13.08.2008	4.48188	1.05887
14.08.2008	2.25333	1.03292	14.08.2008	4.48063	1.05899
15.08.2008	2.25500	1.03298	15.08.2008	4.48250	1.05912
18.08.2008	2.25583	1.03316	18.08.2008	4.48375	1.05951
19.08.2008	2.25000	1.03323	19.08.2008	4.47938	1.05964
20.08.2008	2.25167	1.03329	20.08.2008	4.47813	1.05977

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15.09.2008 4.52438

1.06301

Interest Calculation (according to Term Sheet: 1m Libor Rates)					
SF0001M in	dex	Index	EE0001 M la	ndex	Index
Date	PX_LAST		Date	PX_LAST	
21.08.2008	2.25000	1.03335	21.08.2008	4.47375	1.05990
22.08.2008	2.25000	1.03341	22.08.2008	4.47375	1.06003
25.08.2008	2.25000	1.03360	25.08.2008	4.47938	1.06041
26.08.2008	2.25000	1.03366	26.08.2008	4.47875	1.06054
27.08.2008	2.25000	1.03372	27.08.2008	4.47688	1.06067
28.08.2008	2.25833	1.03378	28.08.2008	4.50250	1.06080
29.08.2008	2.25500	1.03384	29.08.2008	4.50438	1.06093
01.09.2008	2.25167	1.03397	01.09.2008	4.50813	1.06119
02.09.2008	2.25000	1.03403	02.09.2008	4.50813	1.06132
03.09.2008	2.25000	1.03409	03.09.2008	4.51125	1.06145
04.09.2008	2.25000	1.03415	04.09.2008	4.51250	1.06158
05.09.2008	2.25000	1.03421	05.09.2008	4.51063	1.06171
08.09.2008	2.25000	1.03440	08.09.2008	4.51000	1.06210
09.09.2008	2.25000	1.03446	09.09.2008	4.51250	1.06223
10.09.2008	2.25000	1.03452	10.09.2008	4.50875	1.06236
11.09.2008	2.24833	1.03458	11.09.2008	4.51125	1.06249
12.09.2008	2.25000	1.03465	12.09.2008	4.51188	1.06262

1.03483

15.09.2008 2.25000

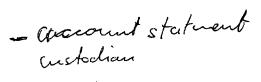
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Attachment 2 Lehman Securities Programs Proof of Claim (Reference to Number 3, and 4.)

SWISSCANTO (LU) PORTFOLIO I	FUNDS MANAGEMENT COMPANY S.A.	IT COMPANY S.A> (3)	F)<-
Name	NiSi	Euroclear Bank Electronic Reference Number	Euroclear Account Number
SW (LU) Portfolio Fund Growth (EUR)	XS0292528311	6050266	16316
SW (LU) Portfolio Fund Balanced (EUR)	XS0292528311	6050267	16316
SW (LU) Portfolio Fund Yield (EUR)	XS0292528311	6050268	16316
SW (LU) Portfolio Fund Yield	XS0292542494	6050271	16316
SW (LU) Portfolio Fund Balanced	XS0292542494	6050270	16316
SW (111) Portfolio Fund Growth	76767547494	6050269	16316

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BANQUE ET CAISSE D'EPARGNE DE L'ETAT LUXEMBOURG

depuis 1856

Investment Funds Department

SWISSCANTO (LU) PORTFOLIO FUNDS MANAGEMENT COMPANY S.A.

1. Place de Metz
L-1930 Luxembourg

Luxembourg, October16th 2009

Dear Sirs,

In our function as depositary bank of the SWISSCANTO (LU) PORTFOLIO FUNDS MANAGEMENT COMPANY S.A., we hereby confirm that the securities are held in accounts in favor of the following sub-funds:

	Account					
Bank	number	Fund Name	ISIN	Name Security	Currency	Holding
		Swisscanto (LU)		.,		
		Portfolio Fund		Lehman Broth. Tr.		
RBC DIS	099990408	Balanced EUR	XS0292528311	AREVO 30 MAR 13	EUR	1 400 000,00
		Swisscanto (LU)				G17.
		Portfolio Fund		Lehman Broth. Tr.	Ì	
RBC DIS	099990400	Growth EUR	XS0292528311	AREVO 30 MAR 13	EUR	400 000,00
		Swisscanto (LU)				
		Portfolio Fund Yield		Lehman Broth. Tr.	Į į	
RBC DIS	099990411	EUR	XS0292528311	AREVO 30 MAR 13	EUR	700 000,00
		Swisscanto (LU)	,			
		Portfolio Fund	1	Lehman Broth. Tr.		
RBC DIS	099990409	Balanced CHF	XS0292542494	AREVO 30 MAR 13	CHF	19 500 000,00
		Swisscanto (LU)	·			
		Portfolio Fund		Lehrnan Broth, Tr.	1	
RBC DIS	099990401	Growth CHF	XS0292542494	AREVO 30 MAR 13	CHF	7 500 000,00
,		Swisscanto (LU)				
		Portfolio Fund Yield		Lehman Broth. Tr.		:
RBC DIS	099990412	CHF	XS0292542494	AREVO 30 MAR 13	CHF	20 700 000,00

Yours faithfully,

BANQUE ET CAISSE D'EPARGNE DE L'ETAT, LUXEMBOURG 08-13555-mg Doc 52603-2 Filed 04/27/16 | Entered 04/27/16 17:17:34 Attachment B Pg 8 of 218

ARNOLD & PORTER LLP

Dermond Thomas Dermond.Thomas@aporter.com 212.715.1041 212.715.1399 Fax

399 Park Avenue New York, NY 10022-4690

October 27, 2009

VIA FEDERAL EXPRESS

Epiq Bankruptcy Solutions, LLC Attn: Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor New York, NY 10017

Re: Programs Securities Proofs of Claim

Ladies and Gentlemen:

On behalf of Swisscanto Asset Management Ltd., we enclose herewith a copy of both of its Lehman Programs Securities Proof of Claim forms dated October 21, 2009.

Sincerely,

Dermond Thomas

Enclosures

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1

08-13555-mg Doc 52603-2 Filed 04/27/16 Entered 04/27/16 17:17:34 B Pg 11 of 218 Attachment Page 1 of 2 PS|Ship - FedEx Label From: Origin ID: JRBA (212)715-1000 Dermond Thomas Arnold 8 Porter LLP 399 Park Ave Epiq Bankruptcy Solutions, LLC 757 Third Avenue Attn: Lehman Brothers Holdings New York, NY 10017 WED - 280CT TRK# 7981 1927 8528 PRIORITY OVERNIGHT RECEIVE in this r FedEx 10017 EB OG\$TA 8 2009 NY-US **EWR** Guide or oss of Convention, typically to US\$9.07 per pound. See the current FedEx Service Guide or the FedEx* tional Air Waybill for details. Want more information? Go to fedex.com, or call 1.800.GoFedEx 1.800.463.3339 for U.S. domestic shipments, 1.800.247.4747 for international shipments, Call your local FedEx office if you are outside the U.S. © 2005 FedEx 155478/155475 REV 9/05 RT

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	nkruptcy Court/Southers	•	LEUMAN CEC	LIDITIES DROCDAMS
c/o Epiq Bankrup FDR Station, P.O		sing Center	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
New York, NY 10 In Re:	0150-5076	Chapter 11		uthern District of New York
	Holdings Inc., et al.,	Case No. 08-13555 (JMP) (Jointly Administered)	I	unern District., Et Al. ners Holdings Inc., Et Al. 13555 (JMP) 0000050862
based on Lehn	m may not be used to nan Programs Securi <u>nman-docket.com</u> as			
Name and addres Creditor)	s of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
Swissca	anto (LU) SICAV II	Advisory Company Holding S	S.A.	Court Claim Number:
•	te d'Esch			(If known)
	Luxembourg			Filed on: 10 28 09
Telephone number: +41 58 344 49 00 Email Address: compliance@swisscanto.ch Name and address where payment should be sent (if different from above)			swisscanto.ch	
				Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number		nail Address:		
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.				
Amount of Claim: \$at least 754,152.29(Required(see attached Annex)				
Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.				
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.				
International Se	curities Identification N	umber (ISIN): XS0292528311	(Required)	
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.				
Clearstream Bar	ık Blocking Number, E	uroclear Bank Electronic Instructi	on Reference Number and or	other depository blocking reference
number	0264 and 6050265 (Attachment 2)		
		(Require		
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.				
Accountholders	Euroclear Bank, Clears	tream Bank or Other Depository F	Participant Account Number:	
-	16318	(Require		
consent to, and ar disclose your idea	e deemed to have author	eam Bank or Other Depository: By ized, Euroclear Bank, Clearstream Ba man Programs Securities to the Debu	ank or other depository to	FILED RECEIVED OCT 2 8 2009
Date.		filing this claim must sign it. Sign a		
21-10-09		person authorized to file this claim ar the notice address above. Attach co		EPIQ BANKRUPTCY SOLUTIONS, LLC
Penaltu	for presenting fraudulen	t claim: Fine of up to \$500,000 or in	norisonment for up to 5 years	
i crustly	Dr. Gérard	Fischer Ralf C	. Branda	2 cour. 10 c.c.c. 33 132 and 3311

Chairman

Member Board of Directors

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS_

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

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Annex to Proof of Claim Form of Swisscanto (LU) SICAV II Advisory Company Holding S.A.

In addition to the statements set forth on its proof of claim form and in the documents attached hereto and/or submitted in accordance with the applicable procedures, Swisscanto (LU) SICAV II Advisory Company Holding S.A. ("SICAV") states as follows in support of its claim against the Debtor:

- 1. In addition to the amount of its claim, SICAV asserts a claim for any and all interest (including default interest), costs, fees, charges and expenses (including attorneys' fees) due and owing or that may become due and owing or otherwise allowable in connection with its clam.
- 2. SICAV is filing this proof of claim in anticipation of the claims bar date (the "Bar Date"), which has been set as November 2, 2009, pursuant to the Court's July 2, 2009 Order pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form. SICAV reserves the right to amend, modify, and/or supplement this proof of claim at any time, including, without limitation, for the purpose of asserting additional claims, whether arising from the transactions or documents described in SICAV's proof of claim, this attachment, or otherwise. SICAV also reserves its rights to assert any and all rights of setoff that it may have against the Debtor in respect of its claims, including, without limitation, the right to set off its claims against any claims that the Debtor (or any successor, assignee or person claiming through the Debtor, as the case may be) may assert against SICAV or its successors or assigns, whether or not arising under the transactions set forth in this proof of claim. SICAV also reserves its right to pursue claims (including, but not limited to, the claims described herein) against the Debtor based upon additional or alternative legal theories. SICAV also reserves the right to assert administrative expense claims.
- 3. SICAV reserves its right to seek to have the reference withdrawn with respect to the subject matter of these claims, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced in this case or otherwise involving SICAV. By filing this proof of claim, SICAV does not intend to submit to the jurisdiction of the Bankruptcy Court for any purpose other than the determination and allowance of this claim.
 - 4. All notices and any distribution with respect to this proof of claim should be sent to:

ARNOLD & PORTER LLP
399 Park Ave, 34th Fl.
New York, NY 10022
Attn: Anthony Boccanfuso
Telephone number: (212) 715-1000
Facsimile: (212) 715-1399

NY: 482196v1

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Attachement #Claim (incl. nominal and interests) Lehman Exposure of SWISSCANTO (LU)SICAV II ADVISORY COMPANY HOLDING S.A (as per 15.09.2008)

Caims in USD							
Fund	NISI		Nominal	Intrest	Interest	Exposure T	Exposure Total (Claim)
SW (LU) Sicav II Portfolio Fund Yield (EUR)	XS0292528311	OSD	425'670.00	6.301%		26'821.37	452'491.37
SW (LU) Sicav II Portfolio Fund Balanced (EUR)	XS0292528311	OSD	283'780.00		•	17'880.91	301'660.91
Total Claims in USD		OSD	709.450.00		•	14.702.29	764'162.29

EUR WMCO Curncy (USD)

Date PX_LAST
15.09.2008 1.4189

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Interest Cal		_
EE0001M In		Index
Date	PX_LAST	
30.03.2007	3.86613	1.00000
02.04.2007	3.86613	1.00021
03.04.2007	3.86625	1.00031
04.04.2007	3.86538	1.00042
05.04.2007	3.86275	1.00052
06.04.2007	3.86275	1.00063
09.04.2007	3.86275	1.00094
10.04.2007	3.85913	1.00105
11.04.2007	3.85775	1.00115
12.04.2007	3.85788	1.00116
13.04.2007	3.85388	1.00126
16.04.2007	3.85638	1.00167
17.04.2007	3.85638	1.00107
18.04.2007	3.85838	1.00178
19.04.2007	3.85838	1.00180
20.04.2007	3.85900	1.00199
23.04.2007	3.85975	1.00209
24.04.2007	3.85975	1.00241
25.04.2007		
	3.85975	1.00261
26.04.2007	3.85988	1.00272
27.04.2007	3.86075	1.00282
30.04.2007	3.86013	1.00314
01.05.2007	3.86013	1.00324
02.05.2007 03.05.2007	3.86413	1.00335
	3.86713	1.00345
04.05.2007	3.86413	1.00356
07.05.2007 08.05.2007	3.86750 3.86613	1.00387 1.00398
09.05.2007	3.86088	1.00398
10.05.2007	3.86538	1.00400
11.05.2007	3.87475	1.00419
14.05.2007	3.89188	1.00423
15.05.2007	3.89288	1.00471
16.05.2007	3.89488	1.00471
17.05.2007	3.91625	1.00493
18.05.2007	3.92163	1.00493
21.05.2007	3.94163	1.00505
22.05.2007	3.94413	1.00535
23.05.2007	3.94813	
24.05.2007	3.97413	1.00557
25.05.2007	3.97875	1.00567
28.05.2007	3.97938	1.00578
29.05.2007		1.00611
30.05.2007	3.98963 4.00650	1.00622
31.05.2007		1.00633
01.06.2007	4.02813 4.03425	1.00633 1.00643
04.06.2007	4.03425	
05.06.2007	4.04263	1.00676
06.06.2007		1.00688
07.06.2007	4.05750 4.08813	1.00699
08.06.2007		1.00710
11.06.2007	4.09963	1.00721
11.00.2007	4.10963	1.00754

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Interest Calc	_	-
EE0001M Ind		ndex
	X_LAST	
12.06.2007	4.11188	1.00766
13.06.2007	4.11463	1.00777
14.06.2007	4.11800	1.00788
15.06.2007	4.11600	1.00799
18.06.2007	4.11275	1.00833
19.06.2007	4.11413	1.00844
20.06.2007	4.11425	1.00856
21.06.2007	4.11625	1.00867
22.06.2007	4.11688	1.00878
25.06.2007	4.11363	1.00912
26.06.2007	4.11613	1.00923
27.06.2007	4.12000	1.00934
28.06.2007	4.11363	1.00946
29.06.2007	4.11438	1.00957
02.07.2007	4.11225	1.00991
03.07.2007	4.10900	1.01002
04.07.2007	4.10375	1.01013
05.07.2007	4.10725	1.01024
06.07.2007	4.10825	1.01036
09.07.2007	4.10813	1.01069
10.07.2007	4.10688	1.01081
11.07.2007	4.10688	1.01092
12.07.2007	4.10813	1.01103
13.07.2007	4.10813	1.01114
16.07.2007	4.10563	1.01148
17.07.2007	4.10550	1.01159
18.07.2007	4.10413	1.01171
19.07.2007	4.10538	1.01182
20.07.2007	4.10550	1.01193
23.07.2007	4.10613	1.01227
24.07.2007	4.10613	1.01238
25.07.2007	4.10613	1.01249
26.07.2007	4.10625	1.01261
27.07.2007	4.10813	1.01272
30.07.2007	4.10575	1.01306
31.07.2007	4.10613	1.01306
01.08.2007	4.10813	1.01317
02.08.2007	4.10938	1.01328
03.08.2007	4.11388	1.01340
06.08.2007	4.11463	1.01374
07.08.2007	4.11750	1.01385
08.08.2007	4.13000	1.01303
09.08.2007	4.20000	1.01390
10.08.2007	4.23875	1.01419
13.08.2007	4.25250	1.01454
14.08.2007	4.27688	1.01466
15.08.2007	4.28875	1.01478
16.08.2007	4.35688	1.01489
17.08.2007	4.43250	1.01501
20.08.2007	4.43250	1.01501
21.08.2007	4.43675 4.44125	1.01550
21.08.2007	4.44125 4.45250	1.01550
22.00.2001	4.43230	1.01002

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EE0001M Ind		coraing to ndex
	PX_LAST	IIUGA
23.08.2007	4.45500	4 04 57 5
24.08.2007	4.45125	1.01575
27.08.2007		1.01587
	4.44750	1.01624
28.08.2007	4.42125	1.01636
29.08.2007	4.43000	1.01648
30.08.2007	4.44750	1.01661
31.08.2007	4.45938	1.01661
03.09.2007	4.45875	1.01697
04.09.2007	4.47063	1.01710
05.09.2007	4.50000	1.01722
06.09.2007	4.48250	1.01735
07.09.2007	4.44813	1.01747
10.09.2007	4.44500	1.01784
11.09.2007	4.45000	1.01796
12.09.2007	4.44438	1.01808
13.09.2007	4.43063	1.01821
14.09.2007	4.42500	1.01833
17.09.2007	4.42625	1.01870
18.09.2007	4.43000	1.01882
19.09.2007	4.41813	1.01894
20.09.2007	4.41438	1.01906
21.09.2007	4.41500	1.01919
24.09.2007	4.41000	1.01955
25.09.2007	4.40875	1.01967
26.09.2007	4.40875	1.01980
27.09.2007	4.40688	1.01992
28.09.2007	4.40688	1.02004
01.10.2007	4.39000	1.02041
02.10.2007	4.38250	1.02053
03.10.2007	4.37063	1.02065
04.10.2007	4.35375	1.02077
05.10.2007	4.33625	1.02089
08.10.2007	4.32875	1.02125
09.10.2007	4.30938	1.02137
10.10.2007	4.28000	1.02149
11.10.2007	4.25000	1.02161
12.10.2007	4.20000	1.02173
15.10.2007	4.18438	1.02208
16.10.2007	4.18000	1.02219
17.10.2007	4.18000	1.02231
18.10.2007	4.17375	1.02242
19.10.2007	4.17000	1.02254
22.10.2007	4.17313	1.02289
23.10.2007	4.17000	1.02300
24.10.2007	4.16375	1.02312
25.10.2007	4.15375	1.02323
26.10.2007	4.15625	1.02335
29.10.2007	4.15750	1.02369
30.10.2007	4.15875	1.02381
31.10.2007	4.15563	1.02381
01.11.2007	4.15000	1.02393
02.11.2007	4.14375	1.02393
JE 1.2001	T. 17070	1.02404

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EE0001M	Index	Index
Date	PX_LAST	
05.11.200	7 4.14375	1.02439
06.11.200	7 4.14000	1.02450
07.11.200		1.02462
08.11.200	7 4.13875	1.02473
09.11.200	7 4.13500	1.02485
12.11.200	7 4.13625	1.02519
13.11.200		1.02531
14.11.200		1.02542
15.11.200		1.02554
16.11.200		1.02565
19.11.200		1.02600
20.11.200		1.02611
21.11.200		1.02623
22.11.200		1.02634
23.11.200 26.11.200		1.02646
27.11.200		1.02681
28.11.200		1.02693 1.02704
29.11.200		1.02704
30.11.200		1.02710
03.12.200		1.02770
04.12.200		1.02773
05.12.200		1.02797
06.12.200		1.02811
07.12.200		1.02824
10.12.200		1.02865
11.12.200		1.02879
12.12.200		1.02893
13.12.200	7 4.93500	1.02906
14.12.200	7 4.93375	1.02920
17.12.200	7 4.92375	1.02962
18.12.200	7 4.58813	1.02976
19.12.200		1.02988
20.12.200		1.03001
21.12.200		1.03014
24.12.200		1.03051
25.12.200	-	1.03064
26.12.200		1.03076
27.12.200		1.03089
28.12.200		1.03101
31.12.200		1.03137
01.01.200		1.03149
02.01.200		1.03161
03.01.200 04.01.200		1.03173
07.01.200		1.03185
08.01.200		1.03220 1.03232
09.01.200		1.03232
10.01.200		1.03255
11.01.200		1.03267
14.01.200		1.03302
15.01.200		1.03314
		1.00017

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EE0001M Inc	•	ndex
	PX LAST	IIUÇA
16.01.2008	4.19625	1.03326
17.01.2008	4.19375	1.03320
18.01.2008	4.18688	1.03337
21.01.2008	4.18563	
22.01.2008		1.03384
23.01.2008	4.17000	1.03396
24.01.2008	4.16938	1.03408
	4.17625	1.03420
25.01.2008	4.19000	1.03431
28.01.2008 29.01.2008	4.18688	1.03466
30.01.2008	4.19000	1.03478
31.01.2008	4.19375	1.03490
01.02.2008	4.19250	1.03490
04.02.2008	4.19125 4.19000	1.03502
		1.03537
05.02.2008	4.18063	1.03549
06.02.2008	4.17625	1.03561
07.02.2008	4.17625	1.03572
08.02.2008	4.17063	1.03584
11.02.2008	4.17563	1.03619
12.02.2008	4.17625	1.03631
13.02.2008	4.17813	1.03643
14.02.2008	4.17938	1.03654
15.02.2008	4.18000	1.03666
18.02.2008	4.18000	1.03701
19.02.2008	4.18000	1.03713
20.02.2008	4.18000	1.03725
21.02.2008	4.18125	1.03737
22.02.2008	4.17875	1.03748
25.02.2008	4.18125	1.03784
26.02.2008	4.18563	1.03795
27.02.2008	4.18813	1.03807
28.02.2008	4.20125	1.03819
29.02.2008	4.20125	1.03831
03.03.2008	4.20000	1.03866
04.03.2008	4.20125	1.03878
05.03.2008	4.20250	1.03890
06.03.2008	4.21250	1.03902
07.03.2008	4.27000	1.03914
10.03.2008	4.29688	1.03950
11.03.2008	4.30750	1.03962
12.03.2008	4.30375	1.03974
13.03.2008	4.30563	1.03986
14.03.2008	4.31375	1.03998
17.03.2008	4.33188	1.04035
18.03.2008	4.33688	1.04047
19.03.2008	4.34813	1.04059
20.03.2008	4.35625	1.04072
21.03.2008	4.35625	1.04084
24.03.2008	4.35625	1.04121
25.03.2008	4.37250	1.04133
26.03.2008	4.38188	1.04145
27.03.2008	4.38313	1.04158

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Date PX_LAST 28.03.2008 4.36000 1.04170 31.03.2008 4.35875 1.04207 01.04.2008 4.35688 1.04220 02.04.2008 4.35188 1.04232 03.04.2008 4.35125 1.04244 04.04.2008 4.34938 1.04256 07.04.2008 4.35063 1.04306 09.04.2008 4.35063 1.04306 09.04.2008 4.35938 1.04330 11.04.2008 4.36375 1.04343 14.04.2008 4.36688 1.04380 15.04.2008 4.37063 1.04392 16.04.2008 4.37063 1.04405 17.04.2008 4.37637 1.04405 17.04.2008 4.37750 1.04466 22.04.2008 4.37750 1.04466 22.04.2008 4.386813 1.04479 23.04.2008 4.386881 1.04516 22.04.2008 4.386881 1.04566 30.04.2008 4.386881 1.04566 30.04.2008 <th>EE0001M</th> <th>Index</th> <th></th> <th>Index</th>	EE0001M	Index		Index
31.03.2008 4.35688 1.04220 01.04.2008 4.35688 1.04220 02.04.2008 4.35188 1.04232 03.04.2008 4.35125 1.04244 04.04.2008 4.34938 1.04256 07.04.2008 4.34750 1.04293 08.04.2008 4.35063 1.04306 09.04.2008 4.35313 1.04318 10.04.2008 4.35938 1.04330 11.04.2008 4.36688 1.04330 11.04.2008 4.36688 1.04392 16.04.2008 4.37750 1.04405 17.04.2008 4.37750 1.04405 17.04.2008 4.37750 1.04466 22.04.2008 4.387750 1.04466 22.04.2008 4.38688 1.04479 23.04.2008 4.38688 1.04479 23.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04506 29.04.2008 4.38688 1.04506 <t< th=""><th>Date</th><th>PX</th><th>_LAST</th><th></th></t<>	Date	PX	_LAST	
01.04.2008 4.35688 1.04220 02.04.2008 4.35188 1.04232 03.04.2008 4.35125 1.04244 04.04.2008 4.34938 1.04256 07.04.2008 4.34750 1.04293 08.04.2008 4.35063 1.04306 09.04.2008 4.35313 1.04318 10.04.2008 4.35938 1.04303 11.04.2008 4.36688 1.04343 14.04.2008 4.36688 1.04380 15.04.2008 4.37663 1.04405 17.04.2008 4.37750 1.04405 17.04.2008 4.37750 1.04466 22.04.2008 4.387750 1.04466 22.04.2008 4.38688 1.04479 23.04.2008 4.38688 1.04516 24.04.2008 4.38688 1.04516 28.04.2008 4.38688 1.04566 30.04.2008 4.38688 1.04568 30.04.2008 4.38688 1.04568 30.04.2008 4.38688 1.04578 <t< td=""><td>28.03.20</td><td>08 4</td><td>.36000</td><td>1.04170</td></t<>	28.03.20	08 4	.36000	1.04170
02.04.2008 4.35188 1.04232 03.04.2008 4.35125 1.04244 04.04.2008 4.34938 1.04256 07.04.2008 4.34750 1.04293 08.04.2008 4.35063 1.04306 09.04.2008 4.35313 1.04318 10.04.2008 4.35938 1.04330 11.04.2008 4.36688 1.04343 14.04.2008 4.36688 1.04392 16.04.2008 4.37063 1.04405 17.04.2008 4.37750 1.04405 17.04.2008 4.37750 1.04466 22.04.2008 4.38638 1.04479 23.04.2008 4.38688 1.04491 24.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04566 30.04.2008 4.38688 1.04566 <tr< td=""><td>31.03.20</td><td>08 4</td><td>.35875</td><td>1.04207</td></tr<>	31.03.20	08 4	.35875	1.04207
03.04.2008	01.04.20	08 4	1.35688	1.04220
04.04.2008			1.35188	1.04232
07.04.2008 4.34750 1.04293 08.04.2008 4.35063 1.04306 09.04.2008 4.35313 1.04318 10.04.2008 4.35338 1.04343 11.04.2008 4.36688 1.04380 15.04.2008 4.37063 1.04392 16.04.2008 4.37250 1.04405 17.04.2008 4.37063 1.04417 18.04.2008 4.37750 1.04466 22.04.2008 4.38688 1.04479 23.04.2008 4.38688 1.04491 24.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 29.04.2008 4.38688 1.04504 29.04.2008 4.38688 1.04506 30.04.2008 4.38635 1.04506 <tr< td=""><td></td><td></td><td>1.35125</td><td>1.04244</td></tr<>			1.35125	1.04244
08.04.2008 4.35063 1.04306 09.04.2008 4.35313 1.04318 10.04.2008 4.36375 1.04343 14.04.2008 4.36688 1.04380 15.04.2008 4.37063 1.04492 16.04.2008 4.37063 1.04417 18.04.2008 4.37375 1.04429 21.04.2008 4.37750 1.04466 22.04.2008 4.38813 1.0479 23.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04566 20.04.2008 4.38688 1.04566 30.04.2008 4.38688 1.04566 30.04.2008 4.38688 1.04566 30.04.2008 4.38688 1.04578 01.05.2008 4.38688 1.04578 01.05.2008 4.38683 1.04561 28.04.2008 4.38688 1.04578 01.05.2008 4.38685 1.04661 02.05.2008 4.38625 1.04603			1.34938	
09.04.2008 4.35313 1.04318 10.04.2008 4.35938 1.04330 11.04.2008 4.36688 1.04380 15.04.2008 4.37063 1.04392 16.04.2008 4.37063 1.04405 17.04.2008 4.37063 1.04417 18.04.2008 4.37375 1.04429 21.04.2008 4.38750 1.04466 22.04.2008 4.38813 1.04479 23.04.2008 4.38688 1.0491 24.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04516 28.04.2008 4.38688 1.04591 02.05.2008 4.38688 1.04591 02.05.2008 4.386813 1.04591 02.05.2008 4.38625 1.04663 05.05.2008 4.38313 1.04661 <tr< td=""><td></td><td></td><td></td><td>1.04293</td></tr<>				1.04293
10.04.2008 4.35938 1.04330 11.04.2008 4.36375 1.04343 14.04.2008 4.36688 1.04380 15.04.2008 4.37063 1.04405 17.04.2008 4.37063 1.04417 18.04.2008 4.37375 1.04429 21.04.2008 4.37750 1.04466 22.04.2008 4.38681 1.04479 23.04.2008 4.38563 1.04504 25.04.2008 4.38563 1.04504 25.04.2008 4.38688 1.04516 28.04.2008 4.38688 1.04566 30.04.2008 4.38688 1.04578 01.05.2008 4.38688 1.04566 30.04.2008 4.38688 1.04578 01.05.2008 4.38683 1.04578 01.05.2008 4.38683 1.04578 01.05.2008 4.386313 1.04691 02.05.2008 4.38313 1.04661 08.05.2008 4.38313 1.04678 09.05.2008 4.38313 1.04728 <t< td=""><td></td><td></td><td></td><td></td></t<>				
11.04.2008 4.36375 1.04343 14.04.2008 4.36688 1.04380 15.04.2008 4.37063 1.04392 16.04.2008 4.37250 1.04405 17.04.2008 4.37063 1.04417 18.04.2008 4.37375 1.04429 21.04.2008 4.38750 1.04466 22.04.2008 4.38813 1.04479 23.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 25.04.2008 4.38688 1.04504 29.04.2008 4.38688 1.04504 29.04.2008 4.38688 1.04554 29.04.2008 4.38688 1.04578 01.05.2008 4.38688 1.04578 01.05.2008 4.38683 1.04591 02.05.2008 4.38625 1.04603 05.05.2008 4.38313 1.04666 08.05.2008 4.38313 1.04691 <tr< td=""><td></td><td>-</td><td></td><td>1.04318</td></tr<>		-		1.04318
14.04.2008 4.36688 1.04380 15.04.2008 4.37063 1.04392 16.04.2008 4.37250 1.04405 17.04.2008 4.37063 1.04417 18.04.2008 4.37375 1.04429 21.04.2008 4.38750 1.04466 22.04.2008 4.38813 1.04479 23.04.2008 4.38688 1.04504 25.04.2008 4.38563 1.04504 25.04.2008 4.38563 1.04566 30.04.2008 4.38688 1.04578 01.05.2008 4.38688 1.04578 01.05.2008 4.38688 1.04578 01.05.2008 4.38683 1.04566 30.04.2008 4.38688 1.04578 01.05.2008 4.38683 1.04591 02.05.2008 4.38685 1.04691 06.05.2008 4.38438 1.04678 09.05.2008 4.38313 1.04691 12.05.2008 4.38313 1.04728 13.05.2008 4.38313 1.04740 14.05.2008 4.37688 1.04753 15.05.2008 <td></td> <td></td> <td></td> <td></td>				
15.04.2008				· - · -
16.04.2008 4.37250 1.04405 17.04.2008 4.37063 1.04417 18.04.2008 4.37375 1.04429 21.04.2008 4.38813 1.04479 23.04.2008 4.38688 1.04491 24.04.2008 4.38563 1.04504 25.04.2008 4.38563 1.04566 28.04.2008 4.38563 1.04566 30.04.2008 4.38563 1.04566 30.04.2008 4.38688 1.04578 01.05.2008 4.38688 1.04578 01.05.2008 4.38625 1.04603 05.05.2008 4.38563 1.04641 06.05.2008 4.38625 1.04653 07.05.2008 4.38313 1.04678 09.05.2008 4.38313 1.04678 09.05.2008 4.38313 1.04678 09.05.2008 4.38313 1.04728 13.05.2008 4.38313 1.04728 13.05.2008 4.37688 1.04765 16.05.2008 4.37188 1.04815 <tr< td=""><td></td><td></td><td></td><td></td></tr<>				
17.04.2008 4.37063 1.04417 18.04.2008 4.37375 1.04429 21.04.2008 4.38813 1.04479 23.04.2008 4.38688 1.04491 24.04.2008 4.38563 1.04504 25.04.2008 4.38563 1.04516 28.04.2008 4.38688 1.04554 29.04.2008 4.38688 1.04578 01.05.2008 4.38688 1.04578 01.05.2008 4.38625 1.04603 05.05.2008 4.38563 1.04641 06.05.2008 4.38563 1.04641 06.05.2008 4.38563 1.04653 07.05.2008 4.38313 1.04666 08.05.2008 4.38313 1.04678 09.05.2008 4.38313 1.04678 09.05.2008 4.38313 1.04728 13.05.2008 4.38313 1.04740 14.05.2008 4.37688 1.04740 14.05.2008 4.37688 1.04765 16.05.2008 4.37688 1.04765 16.05.2008 4.37188 1.04815 20.05.2008 <td></td> <td></td> <td></td> <td></td>				
18.04.2008 4.37375 1.04429 21.04.2008 4.37750 1.04466 22.04.2008 4.38813 1.04479 23.04.2008 4.38688 1.04504 24.04.2008 4.38563 1.04504 25.04.2008 4.38688 1.04554 29.04.2008 4.38688 1.04566 30.04.2008 4.38688 1.04578 01.05.2008 4.38688 1.04578 01.05.2008 4.38625 1.04603 05.05.2008 4.38563 1.04641 06.05.2008 4.38563 1.04641 06.05.2008 4.38525 1.04653 07.05.2008 4.38313 1.04666 08.05.2008 4.38313 1.04678 09.05.2008 4.38313 1.04678 09.05.2008 4.38313 1.04728 13.05.2008 4.38313 1.04740 14.05.2008 4.37688 1.04753 15.05.2008 4.37688 1.04753 15.05.2008 4.37188 1.04845 <tr< td=""><td></td><td></td><td></td><td> -</td></tr<>				-
21.04.2008 4.37750 1.04466 22.04.2008 4.38813 1.04479 23.04.2008 4.38688 1.04491 24.04.2008 4.38563 1.04504 25.04.2008 4.38813 1.04516 28.04.2008 4.38688 1.04566 30.04.2008 4.38563 1.04566 30.04.2008 4.38688 1.04578 01.05.2008 4.38625 1.04603 05.05.2008 4.38563 1.04641 06.05.2008 4.38563 1.04641 06.05.2008 4.38313 1.04666 08.05.2008 4.38313 1.04678 09.05.2008 4.38313 1.04691 12.05.2008 4.38313 1.04728 13.05.2008 4.38313 1.04740 14.05.2008 4.38313 1.04740 14.05.2008 4.37688 1.04753 15.05.2008 4.37688 1.04765 16.05.2008 4.37188 1.04815 20.05.2008 4.37313 1.04840 <tr< td=""><td></td><td></td><td></td><td></td></tr<>				
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04.06.2008	02.06.20	08 4	1.46219	1.04978
05.06.2008	03.06.20	08 4	1.46500	1.04990
06.06.2008 4.47625 1.05029			1.45938	1.05003
	05.06.20	08 4	1.45625	1.05016
09.06.2008 4.47375 1.05067	06.06.20	08 4	1.47625	1.05029
	09.06.20	08 4	1.47375	1.05067

08-13555-mg Doc 52603-2 Filed 04/27/16 Entered 04/27/16 17:17:34 Attachment B Pg 32 of 218

EE0001M I	ndex	Index
Date	PX LAST	
10.06.200	8 4 .47125	1.05080
11.06.200	8 4.47125	1.05092
12.06.200	8 4.47188	1.05105
13.06.200	8 4.46875	1.05118
16.06.200	8 4.47125	1.05156
17.06.200	8 4.48063	1.05169
18.06.200	8 4.48000	1.05182
19.06.200	8 4.49250	1.05195
20.06.200	8 4.48938	1.05207
23.06.200		1.05246
24.06.200		1.05259
25.06.200		
26.06.200		
27.06.200		1.05297
30.06.200		1.05335
01.07.200		1.05348
02.07.200		1.05361
03.07.200		1.05373
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30.07.200		
31.07.200		
01.08.200		
04.08.200	8 4.48188	
05.08.200	8 4.48250	
06.08.200	8 4.47813	1.05796
07.08.200	8 4.48063	1.05809
08.08.200	8 4.47813	1.05822
11.08.200	8 4.48188	1.05861
12.08.200	8 4.48063	1.05874
13.08.200		1.05887
14.08.200		1.05899
15.08.200		1.05912
18.08.200		1.05951
19.08.200		1.05964
20.08.200	8 4.47813	1.05977

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EE0001M In	dex	Index
Date	PX_LAST	
21.08.2008	4.47375	1.05990
22.08.2008	4.47375	1.06003
25.08.2008	4.47938	1.06041
26.08.2008	4.47875	1.06054
27.08.2008	4.47688	1.06067
28.08.2008	4.50250	1.06080
29.08.2008	4.50438	1.06093
01.09.2008	4.50813	1.06119
02.09.2008	4.50813	1.06132
03.09.2008	4.51125	1.06145
04.09.2008	4.51250	1.06158
05.09.2008	4.51063	1.06171
08.09.2008	4.51000	1.06210
09.09.2008	4.51250	1.06223
10.09.2008	4.50875	1.06236
11.09.2008	4.51125	1.06249
12.09.2008	4.51188	1.06262
15.09.2008	4.52438	1.06301

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Attachment 2 Lehman Securities Programs Proof of Claim (Reference to Number 3. and 4.)

SWISSCANTO (LU)SICAV II ADVISORY COMPANY HOLDING S.A

SWISSCANTO (LU)SICAV II ADVISORY COMPANY HOLDING S.A	ISORY COMPANY HO	ILDING S.A	
Name	NISI	Euroclear Bank Electronic Reference Number	Euroclear Account Number
SW (LU) Sicav II Portfolio Fund Yield (EUR)	XS0292528311	6050265	16318
SW (LU) Sicav II Portfolio Fund Balanced (EUR)	XS0292528311	6050264	16318

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Occount start want custodien



Swisscanto (LU) SICAV II 69, route d'Esch L-1470 Luxembourg

Our references Fund Carporate Services, JEP, 5626

Esch/Alzette, le 16th October 2009

Dear Sirs,

In our function as depositary bank of the fund Swisscanto (LU) SICAV II we herewith confirm that the securities are held in accounts in favor of the following sub-funds:

Account number	Fund Name	ISIN	Name Security	Currency	Holding
099990384	Swisscanto (LU) SICAV II Portfolio Baianced EUR	XS0292528311	LEHMAN BROTH.TR. AREVO 30MAR13	EUR	200 000,0000
099990385	Swisscanto (LU) SICAV II Portfolio Yield EUR	XS0292528311	LEHMAN BROTH.TR. AREVO 30MAR13	EUR	300 000,0000

Yours faithfully

RBC Dexia Investor Services Bank S.A.

société anonyme

Gérard Pirsch Attaché Caroline Denies Senjor Manager 08-13555-mg Doc 52603-2 Filed 04/27/16 Entered 04/27/16 17:17:34 Attachment B Pg 40 of 218

08-13555-mg Doc 52603-2 Filed 04/27/16 Entered 04/27/16 17:17:34 B Pg 41 of 218 Attachment Page 1 of 2 PS|Ship - FedEx Label Origin ID: JRBA (212)715-1000 and Thomas Epiq Bankruptcy Solutions, LLC 757 Third Avenue Attn: Lehman Brothers Holdings New York, NY 10017 WED - 280CT A1
8528 PRIORITY OVERNIGHT
RECEIVE SR er and hts within TRK# 7981 1927 8528 tional in this r FedEx 9 10017 EB OGSA 8 2009 NY-US EWR lay, maximum Guide or

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United States Bankruptcy Court / Southern Distr Lehman Brothers Holdings Claims Processing Cente c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	rict Of New York et	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM			
In Re:	Chapter 11	TILLD TILDETTED			
Lehman Brothers Holdings Inc., et al.,	Case No. 08-13555 (JMP)				
Debtors.	(Jointly Administered)	OCT 2 9 2009			
Note: This form may not be used to file claim Programs Securities as listed on	s other than those based on Lehman				
http://www.lehman-docket.com as of July 17. 1	2009	THIS SPACE IS FOR COURT USE ONLY EPIO BANKRUPTCY SOLUTIONS, LLC			
Name and address of Creditor: (and name and address	ess where notices should be sent if different from	deditor)			
Eurosai Finanziaria di Partecipaz	zioni S.r.l.	claim amends a previously filed claim.			
c/o Morrison & Foerseter LLP					
1290 Avenue of the Americas		Court Claim Number:			
New York, New York 10104					
Attn: John A. Pintarelli, Esq.					
		Filed on:			
Telephone number: 212-468-8000	Email Address: jpintarelli@mofo.com				
Name and address where payment should be sent (it	f different from above)	☐ Check this box if you are aware that			
	,	anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
Telephone number:	Email Address:				
as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: Not less than \$9,380,806.23 (See Appendix) Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. 2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): (See Appendix) 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e., the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: See Appendix (Required) 4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are					
filing this claim. You must acquire the relevant Cle	arstream Bank Euroclear Bank or other depositor	ated to your Lenman Programs Securities for which you are			
filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from you accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.					
Accountholders Euroclear Bank, Clearstream Ba		•			
See Appendix		(Required)			
or competition building cr		consent to, FOR COURT USE ONLY			
and are deemed to have authorized, and holdings of Lehman Programs !	00 12EEE (IMD) 00000EE727 .	e your identity I distributions.			
Date. Signature:	instance in the state of the st	d title, if any EUROSAL - Finanziaria di Partecipazion (5.1.)			
of the credit number if di	ress ar	nd telephone it Presidente ittorney, if an itt			
Penalty for presenting fraudulent claim:	Fine of up to \$500,000 or imprisonment for	up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

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INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

____INFORMATION_

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Claims to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

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Chapter 11 Case No. 08-13555 (JMP)

APPENDIX TO PROOF OF CLAIM OF EUROSAI FINANZIARIA DI PARTECIPAZIONI S.R.L.

A. Amount of Proof of Claim.

- 1. As of September 15, 2008 (the "Petition Date"), the above-captioned debtor, Lehman Brothers Holdings Inc. (the "Debtor"), was indebted and liable to Eurosai Finanziaria di Partecipazioni S.r.l. ("Eurosai") in the amount of €6,586,257.27 (\$9,380,806.23) (the "Claim Amount") for the reasons set forth herein below. Details of the individual securities can be found on Schedule A attached to this Appendix.
- 2. In addition to the Claim Amount, Eurosai may have claims against the Debtor for, among other things, certain costs and expenses incurred by Eurosai both prior to and since the Petition Date, including professional fees and disbursements. In addition, Eurosai reserves the right to claim pre-petition and post-petition interest with respect to all of the Claim Amount to the maximum extent permitted by law. The total amount of such fees, charges, costs, expenses, interest, and/or attorneys' fees cannot, at this time, be calculated or estimated with certainty. However, Eurosai does not waive its rights to any and all such interest, fees, charges, costs, expenses, and/or attorneys' fees by not stating a specific amount therefore at this time.

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B. Reservation of Rights.

- 3. In addition to damages resulting from the Debtor's default, Eurosai may have claims against the Debtor for the costs and expenses (including, without limitation, professional fees and expenses) resulting from the Debtor's actions.
- 4. Eurosai expressly reserves any and all defenses, counterclaims or objections, including without limitation, the right of setoff, recoupment or similar right, remedy or defense against any claims asserted by the Debtor, if any, including without limitation, any claims asserted against Eurosai.

C. Administrative Claim Status.

5. This Proof of Claim is without prejudice to Eurosai's right to assert (a) that some or all of the amounts set forth herein are entitled to be treated as administrative claims against the Debtor pursuant to sections 503(b) and 507(a)(1) of Chapter 11, Title 11, United States Code (the "Bankruptcy Code"); or (b) that Eurosai holds other claims, rights and remedies against the Debtor that are entitled to be treated as administrative claims against the Debtor pursuant to sections 503(b) and 507(a)(1) of the Bankruptcy Code.

D. Amendment of Claim Amount.

6. The Claim Amount is subject to adjustment and amendment for a variety of reasons, including, without limitation, as a result of future events, the discovery and analysis of additional information, the correction of any errors, the resolution of disputes, and the assertion of any rights of setoff and/or recoupment. In that regard, Eurosai reserves the right to amend or supplement this Proof of Claim accordingly or to set forth the Claim Amount with more

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particularity (including, but not limited to, in a liquidated amount) as Eurosai obtains more information.

E. Other.

- 7. No judgment has been rendered on Eurosai's claims herein.
- 8. The execution and filing of this Proof of Claim is not: (i) a waiver or release of Eurosai's rights against any other entity or person that may be liable for all or any part of the claims asserted herein; (ii) a consent by Eurosai to the jurisdiction of this Court with respect to any proceeding commenced in these cases against or otherwise involving the Debtor and/or Eurosai; (iii) a waiver of the right to withdraw the reference with respect to the subject matter of these claims, any objection or other proceeding commenced with respect thereto or any other proceedings commenced in these cases or otherwise involving the Debtor and/or Eurosai; (iv) an election of remedies that waives or otherwise affects any other remedy; or (v) a waiver of any of Eurosai's rights to have the Claim Amount and any defenses, counterclaims or objections thereto determined before a jury, by arbitration, or before any other judicial or administrative body having jurisdiction, and to the extent necessary to preserve such rights, makes demand therefore.
- 9. All notices governing this Proof of Claim should be sent to the addresses set forth on the Proof of Claim form to which this Appendix is annexed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ny-893639 5

Dated: October 11, 2009

Milan, Italy

Eurosai Eurosai Finanziaria di Partecipazioni S.r.l..

(dr. Emanuele ERBETTA)

di Partecipazioni S.T.i.

08-13555-mg

Information Regarding Lehman Programs Securities

Issuer	Guarantor (if applicable)	ISIN	Principal	Accrued and Unpaid Interest as of Petition Date	Total Claim Amount	Custodian/ Sub-Custodian/ Clearstream Account Number	Blocking Number
Lehman Brothers Freasury Co. B.V.	Lehman Brothers Lehman Brothers Treasury Co. B.V. Holdings, Inc.	XS0200284247	\$2,136,450.00	\$65,162.58	\$2,201,612.581	Banca Intesa SanPaolo a/c 11037	CA06062
Lehman Brothers Holdings, Inc.		XS0224346592	\$7,121,500.00 \$57,693.65	\$57,693.65	\$7,179,193.65	Banca Intesa SanPaolo a/c 11037	CA06063

¹ These securities were originally owned by Banca Sai. On March 3, 2009, Banca Sai partially demerged and the entire amount of securities listed herein, previously owned by Banca Sai were transferred to Eurosai, rendering Eurosai the beneficial owner of the securities and the successor party-in-interest to any claims against LBHI and its affiliates as a result of such ownership.

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MORRISON

FOERSTER

1290 AVENUE OF THE AMERICAS MORRISON & FOERSTER LLP NEW YORK, NY 10104-0050

TELEPHONE: 212.468.8000 FACSIMILE: 212.468.7900

WWW.MOFO.COM

NEW YORK, SAN FRANCISCO. LOS ANGELES, PALO ALTO. SAN DIEGO, WASHINGTON, D.C. NORTHERN VIRGINIA, DENVER.

SACRAMENTO, WALNUT CREEK TOKYO, LONDON, BEIJING. SHANGHAL HONG KONG. SINGAPORE, BRUSSELS

October 29, 2009

Writer's Direct Contact 212.468.8045

Telefacsimile: 212.209.1835 LMarinuzzi@mofo.com

BY HAND DELIVERY

Lehman Brothers Holdings Inc. Claims Processing c/o Epiq Bankruptcy Solutions, LLC 757 3rd Avenue 3rd Floor New York, NY 10017

Attn: Bridget Gallerie

Lehman Brothers Holdings Inc. Claim Forms Re:

Dear Bridget:

On behalf of Fondiaria-Sai S.p.A., enclosed are claim forms regarding Lehman Brothers Holdings Inc., filed on behalf of the following companies:

Banca Sai S.p.A. BIM Vita S.p.A. Eurosai Finanziaria Partecipazioni S.r.l. Fondiaria-Sai S.p.A. Milano Assicurazioni S.p.A. Popolare Vita S.p.A. Systema Vita Compagnia di Assicurazioni S.p.A.

Also enclosed are withdrawals of claims for each of the above named companies, except Banca Sai S.p.A.

Please date-stamp the enclosed copies of the claim forms and withdrawals and return them to me via the self-addressed stamped envelope, also enclosed.

If you have any questions, please don't hesitate to contact me. Thank you.

Since

Lorenzo Marinazzi

Enclosures

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MORRISON

FOERSTER

1290 AVENUE OF THE AMERICAS NEW YORK, NY 10104-0050

TELEPHONE: 212.468.8000 FACSIMILE: 212.468.7900

WWW.MOFO.COM

MORRISON & FOERSTER LLP

NEW YORK, SAN FRANCISCO, LOS ANGELES, PALO ALTO, SAN DIEGO, WASHINGTON, D.C. NORTHERN VIRGINIA, DENVER,

SACRAMENTO, WALNUT CREEK TOKYO, LONDON, BEIJING, SHANGHAI, HONG KONG, SINGAPORE, BRUSSELS

October 29, 2009

Writer's Direct Contact 212.468.8045

Telefacsimile: 212.209.1835 LMarinuzzi@mofo.com

BY HAND DELIVERY

Lehman Brothers Holdings Inc. Claims Processing c/o Epiq Bankruptcy Solutions, LLC 757 3rd Avenue 3rd Floor New York, NY 10017 Attn: Bridget Gallerie

Re:

Lehman Brothers Holdings Inc. Claim Forms

Dear Bridget:

On behalf of Lehman Brothers Japan Inc., enclosed are claim forms regarding Lehman Brothers Holdings Inc.

Please date-stamp the enclosed copy of the claim form and return it to me via the self-addressed stamped envelope, also enclosed.

If you have any questions, please don't hesitate to contact me. Thank you.

Sincerely

Lorenzo Marinuzzi

Enclosures

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OCT 2 9 2009

DATE

TIME

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Lehman Brother		•		CURITIES PROGRAMS OF OF CLAIM			
In Re: Lehman Brother Debtors.	Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP) Filed: USBC - Southern District of New York Fi						
based on Leh	rm may not be used t man Programs Secur hman-docket.com as						
Name and addre Creditor)	ss of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.			
Credit Suisse Su	ucursal en España			Court Claim Number:(If known)			
See Attached Ri	ider			Filed on:			
Telephone numb	er: E	mail Address:					
		be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
Telephone numb	er: E	mail Address:					
Programs Securiand whether such dollars, using the you may attach a Amount of Clair. Check this Provide the this claim with r which this claim. International Security.	ities as of September 15, 2 h claim matured or became exchange rate as applica a schedule with the claim in: \$ See Attached Rider box if the amount of claim International Securities I espect to more than one I relates.	2008, whether you owned the Lehman ne fixed or liquidated before or after Suble on September 15, 2008. If you ar amounts for each Lehman Programs (Required) m includes interest or other charges in dentification Number (ISIN) for each Lehman Programs Security, you may submit the second security. Number (ISIN): See Attached Rider	n Programs Securities on Septem September 15, 2008. The claim e filing this claim with respect t Security to which this claim related an addition to the principal amount. Lehman Programs Security to attach a schedule with the ISINs (Required)	nt due on the Lehman Programs Securities. which this claim relates. If you are filing for the Lehman Programs Securities to			
from your accou than one Lehmar relates.	appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:						
C. America Di	· 4						
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: See Attached Rider (Required)							
5 Consent to E	umalaan Dank Classes			FOR COURT USE ONLY			
consent to, and a disclose your ide reconciling clair	are deemed to have autho entity and holdings of Lel ns and distributions.	ream Bank or Other Depository: Brized, Euroclear Bank, Clearstream Briman Programs Securities to the Debt	ank or other depository to	FILED / RECEIVED			
Date. 10/16/09	Autnorised Signatori	es: Enrique Morend de la Santa	Rafael del Villar	OCT 2 9 2009			
		\mathcal{N}	4	EPIQ BANKRUPTCY SOLUTIONS, LLC			
Penalt	v for presenting fraudule	nt claim: Fine of up to \$500,000 or in	norisonment for up to 5 years, o	or both. 18 U.S.C. 88 152 and 3571			

RIDER TO PROOF OF CLAIM FILED ON BEHALF OF Credit Suisse Sucursal en España against LBHI (Lehman Programs Securities)

- 1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse Sucursal en España ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.
- 2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.
- 3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.
- 4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.
- 5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.
- 6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

- 7. No judgment has been rendered on the claims set forth in this proof of claim.
- 8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse Sucursal en España 1 Madison Avenue New York, NY 10010 Attn: Allen Gage Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 Attn: Richard Levin

Ph: (212) 474-1135

SCHEDULE I

es Entity: Credit Suisse Sucursal en España

			Total Holdings at each (Sub-)Custodian	ngs at each	Eur	Euroclear Bank S.A	S. A.
	Denominational					Account No. 94285	285
ISIN (12 digits)	Currency	(Sub-)Custodian	Nominal	Units	Nominal	Units	Blocking No.
XS0282978666	EUR	CS Zurich	123,000		123,000	•	9484522
XS0325369725	USD	CS Zurich	000'86		98,000	1	9484523
XS0204933997	nsp	CS Zurich	30,000	•	30,000	1	9484524
XS0235227302	EUR	CS Zurich	•	312	-	312	9484501
XS0250879763	nsp	CS Zurich	218,000	#	218,000		9484502
XS0302356737	EUR	CS Zurich	•	300	•	300	9484503
XS0339537390	EUR	CS Zurich	387,000		387,000	1	9484504
ANN5214R1481	EUR	CS Zurich	•	50	•	20	9484505
XS0213416141	EUR	CS Zurich	370,000	•	370,000	-	9484506
XS0218304458	EUR	CS Zurich	149,000	•	149,000	ŧ	9484507
XS0225841898	EUR	CS Zurich	85,000	•	85,000	į	9484508
XS0246504210	EUR	CS Zurich	300,000		300,000	•	9484509
XS0258901759	EUR	CS Zurich	440,000		440,000	•	9484510
XS0269149497	EUR	CS Zurich	ı	135		135	9484511
ANN5214A1035	EUR	CS Zurich	•	3,553	•	3,553	9484512
XS0284511994	EUR	CS Zurich	300,000	-	300,000	1	9484513
XS0285422597	EUR	CS Zurich	380,000	-	380,000	•	9484514
XS0286018758	EUR	CS Zurich	7,065,000		7,065,000	•	9484515
XS0286239925	EUR	CS Zurich	23,900,000	•	23,900,000	1	9484516
XS0290654978	EUR	CS Zurich	150,000	1	150,000	ł	9484517
XS0308935575	EUR	CS Zurich	4,000,000	**	4,000,000	•	9484518
XS0308937605	nsp	CS Zurich	2,000,000	•	2,000,000	1	9484519
XS0317359718	EUR	CS Zurich	170,000		170,000	ı	9484520
XS0349908839	EUR	CS Zurich	10,730,000		10,730,000		9484521
XS0349908839	EUR	CS Zurich	200,000	•	200,000	1	6049984

H A N D

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onnea states E	sankruptcy Court/Souther	rn District of New York		
		ssing Center	PRO	OF OF CLAIM
In Re: Lehman Brothe Debtors.	rs Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC Lehman	C - Southern District of New York Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055817
based on Lel	orm may not be used man Programs Secur ehman-docket.com as	to file claims other than those ities as listed on s of July 17, 2009	O DI ACE	IS FOR COURT USE ONLY
Name and addre Creditor)	ess of Creditor: (and name	and address where notices should be s	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
Credit Suisse (I	Monaco) SAM			Court Claim Number:
See Attached R	ider			Filed on:
Telephone numl	ber: E	mail Address:		
Name and addre		be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone numl	per: Ei	mail Address:		
and whether suc dollars, using the you may attach? Amount of Clai Check this Provide the this claim with r which this claim International Security and the	thes as of September 15, 26 he claim matured or became e exchange rate as applica a schedule with the claim im: \$ See Attached Rider box if the amount of claim International Securities Idespect to more than one L relates.	cook, whether you owned the Lehman he fixed or liquidated before or after Se ble on September 15, 2008. If you are amounts for each Lehman Programs Security (Required) In includes interest or other charges in a dentification Number (ISIN) for each Lehman Programs Security, you may attempt (ISIN): See Attached Rider	Programs Securities on Septem ptember 15, 2008. The claim iffling this claim with respect to ecurity to which this claim relanddition to the principal amount the principal amoun	nt due on the Lehman Programs Securities. which this claim relates. If you are filing for the Lehman Programs Securities to
from your accouthan one Lehmar relates.	n, a "Blocking Number") ntholder (i.e. the bank, bro n Programs Security, you	tor each Lehman Programs Security for	r which you are filing a claim. urities on your behalf). If you ng Numbers for each Lehman F	
See Attached Ric	der	(Required	n	
you are ming mi	s ciaim. You must acquir	r Bank or other depository participant	account number related to your	r Lehman Programs Securities for which participant account number from your s should not provide their personal account
See Attached Ri	der	tream Bank or Other Depository Pal (Required)		
consent to, and as disclose your ides reconciling claim	re deemed to have authori ntity and holdings of Lehr s and distributions.	am Bank or Other Depository: By fized, Euroclear Bank, Clearstream Bank nan Programs Securities to the Debtors	k or other depository to s for the purpose of	FILED / RECEIVED OCT 2 9 2009
Date. 0/07/09	of the creditor or other p	filing this claim must sign it. Sign and erson authorized to file this claim and the notice address above BAttach CON	state address and telephone	
	"E, CURE	Head of Open	two C Decadactal 4	EPIO BANKRUPTCY SOLUTIONS, LLC
Penalty	jor presenting Haudulent	claim: Fine of up to \$500,000 or impi	risonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571

RIDER TO PROOF OF CLAIM FILED ON BEHALF OF Credit Suisse (Monaco) S.A.M. against LBHI (Lehman Programs Securities)

- 1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse (Monaco) S.A.M. ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.
- 2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.
- 3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.
- 4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.
- 5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.
- 6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

- 7. No judgment has been rendered on the claims set forth in this proof of claim.
- 8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse (Monaco) S.A.M. 1 Madison Avenue New York, NY 10010 Attn: Allen Gage Ph: (212) 538-9137

With a copy to:

Ph: (212) 474-1135

Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 Attn: Richard Levin

- 3 -

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SCHEDULE I

) S.A.M.	
(Monaco	
Suisse (
Credit	
CS Entity:	

			Total Holdings at each	is at each			
		:	(Sub-)Custodian	todian	Euroc	Euroclear Bank S.A.	.A.
No.	Denominational	- Rail			Acco	Account No. 94285	85
NIS	Currency	(Sub-)Custodian Nomina		Units	Nominal	Units	Blocking No
XS0335964648	EUR	CS Zurich	10,000		10,000	t	9454832
XS0325369725	nsp	CS Zurich	300,000	•	300,000	ŧ	9454833
XS0186883798	asn	CS Zurich	712,000	1	712,000	·	9454834
XS0204933997	nsp	CS Zurich	1,010,000	•	1,010,000	ŧ	9454835
XS0266486025	nsp	CS Zurich	1,000,000		1,000,000		9454836
XS0303746571	EUR	CS Zurich	310,000	ı	310,000	-	9454837
XS0347732892	ASD S	CS Zurich	20,000		20,000	#.	9454838
XS0213899510	EUR	CS Zurich	1,312,000	•	1,312,000	•	9454839
XS0186243118	CHF	CS Zurich	20,000	•	000'05	-	9454840
XS0082350587	711	CS Zurich	615,000,000	•	615,000,000	\$	9454841
XS0210433206	EUR	CS Zurich	130,000		130,000	-	9454842
XS0210414750	GBP	CS Zurich	20,000	•	20,000	-	9454843
XS0224346592	EUR	CS Zurich	000'09	•	000'09	1	9454844
XS0229269856	EUR	CS Zurich	234,000	•	234,000	•	9454845
XS0252834576	EUR	CS Zurich	200,000	1	200,000	•	9454846
XS0256368308	USD	CS Zurich	100,000	•	100,000	•	9454847
XS0326978102	asn	CS Zurich	1,990,000	•	1,990,000	-	9454848
ANN521338783	asn	CS Zurich	•	8		8	9454849
XS0292459327	asn	CS Zurich	300,000	-	300,000	1	9454850
XS0302356737	EUR	CS Zurich	4	300	•	300	9454851
XS0308389807	OSD	CS Zurich	920,000	•	920,000	•	9454852
XS0339537390	EUR	CS Zurich	150,000	•	150,000	1	9454853
XS0327236914	EUR	CS Zurich	804,000	•	804,000	-	9454854
XS0343681473	EUR	CS Zurich	2,000,000	***	2,000,000	ı	9454855
XS0337337710	CHF	CS Zurich	30,000	•	30,000	1	9454856
DE000A0TQG23EUR	3EUR	CS Zurich	80,000	•	000'08	1	9454857

			Total Holdings at each (Sub-)Custodian	s at each todian	Euroc	Euroclear Bank S.A.	.A.
	Denominational				Acco	Account No. 94285	85
NIS	Currency	(Sub-)Custodian Nominal		Units	Nominal	Units	Blocking No.
(S0362500893	asn	CS Zurich	2,000,000	•	2,000,000	1	9454858
KS0310847503	asn	CS Zurich	3,000,000	•	3,000,000	ı	9454859
(S0317359478	asn	CS Zurich	3,000,000	•	3,000,000	•	9454860
KS0383013066	nsp	CS Zurich	2,030,000	•	2,030,000	_	9454861
(S0360038714	asn	CS Zurich	2,000,000		2,000,000	1	9454862
KS0310125546 EUR	EUR	CS Zurich	300,000		300,000	١	9454863

H D

D E L I V

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RECEIVED BY:

United States Bankruptcy Cour Lehman Brothers Holdings Clair c/o Epiq Bankruptcy Solutions, FDR Station, P.O. Box 5076 New York, NY 10150-5076	ns Processing	•		CURITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brothers Holdings Inc., Debtors.	etal., Ca	napter 11 ase No. 08-13555 (JMP) pintly Administered)	Lehman Bro	iouthern District of New York thers Holdings Inc., Et Al. -13555 (JMP) 0000055837
Note: This form may not be based on Lehman Program http://www.lehman-docker	s Securitie	s as listed on		
Name and address of Creditor: (a Creditor) EFG Bank AG Bahnhofstrasse 16 P.O. Box 2255 8022 Zurich Switzerland Attn: Isabel Faraga		New ` Attn: Telepl		Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:
Name and address where payment (Same as above)	t should be s	ent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Programs Securities as of Septen and whether such claim matured dollars, using the exchange rate a you may attach a schedule with the Amount of Claim: See Exh. Check this box if the amount Provide the International Sethis claim with respect to more the which this claim relates.	ber 15, 2008 or became fix sapplicable one claim amo sibit A to Atta of claim inche curities Ident an one Lehm	whether you owned the Lehman and or liquidated before or after S on September 15, 2008. If you are unts for each Lehman Programs S achment to Proof of Claim udes interest or other charges in a diffication Number (ISIN) for each	Programs Securities on Septementer 15, 2008. The claim is filing this claim with respect to Security to which this claim related (Required) ddition to the principal amount Lehman Programs Security to with the ISINs	due on the Lehman Programs Securities. which this claim relates. If you are filing for the Lehman Programs Securities to
3. Provide the Clearstream Bank appropriate (each, a "Blocking N from your accountholder (i.e. the than one Lehman Programs Securelates. Clearstream Bank Blocking Number: See Exhibit A to Attachment	Blocking Number") for end bank, broker ity, you may mber, Euroe to Proof of (mber, a Euroclear Bank Electronic each Lehman Programs Security for other entity that holds such securated a schedule with the Block clear Bank Electronic Instruction (Required)	c Reference Number, or other dor which you are filing a claim. curities on your behalf). If you ing Numbers for each Lehman I on Reference Number and or o	epository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim other depository blocking reference
you are filing this claim. You maccountholder (i.e. the bank, brol numbers.	er or other er	e relevant Clearstream Bank, Euro	oclear Bank or other depository your behalf). Beneficial holder	r Lehman Programs Securities for which participant account number from your s should not provide their personal account
Clearstream # 32441		(Require		
consent to, and are deemed to har disclose your identity and holding reconciling claims and distribution. Date. Of the creditor number if difficulty.	e authorized, is of Lehman ins. e person filir or other person the from the	Bank or Other Depository: By Euroclear Bank, Clearstream Bank, Programs Securities to the Debto and this claim must sign it. Sign and authorized to file this claim and anotice address above. Attach coperations of the Company of the	d print name and title, if any, d state address and telephone by of power of attorney, if	OCT 2 9 2009 EPIO BANKRUPTCY SOLUTIONS, LLC
Penalty for presenting t	audulent cla	<i>im:</i> Fine of up to \$500,000 or im	prisonment for up to 5 years or	both 1811 S C 88 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a gebt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim. any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

NY239,874,361v1



EFG Bank Bahnhofstrasse 16 / P.O. Box 2255 8022 Zurich / Switzerland Telephone +41 44 226 17 17 +41 44 226 17 26 Facsimile www.efgbank.com

POWER OF ATTORNEY

In connection with the filing of claims against Lehman Brothers Holdings Inc. in accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form entered by the United States Bankruptcy Court for the Southern District of New York (the "Lehman Bar Date Order"), EFG Bank AG, Zurich (the "Company") hereby appoints Maria DiConza from Greenberg Traurig, LLP (the "Attorney"; which expression shall include any substitute attorney appointed hereunder) to act as our true and lawful attorney-in-fact with power to:

- Sign and submit the claims filed pursuant to the Lehman Bar Date Order registered in (i) the name of EFG Bank AG and EFG Bank, Hong Kong Branch; and
- to do all other acts and things and sign all other documents which may be required or (ii) which the Attorney reasonably considers necessary or desirable in connection with the Lehman Bar Date Order.

The Attorney may at any time appoint one or more persons to act as a substitute attorney for the Company in his place with power to exercise all or any of the powers conferred on the Attorney by this Power of Attorney other than the power to appoint a substitute attorney. Any such appointment of a substitute attorney may be revoked by the Attorney at any time.

The authority conferred on the Attorney by this Power of Attorney shall terminate on 3 November 2009.

This Power of Attorney is governed by, and shall be construed in accordance with the laws of Switzerland under the exclusion of conflict-of-laws rules.

27 October 2009

EFG Bank AG

Name: Fred Link

Fru Cy

Title: General Counsel

Name: Isabel Faragalli
Title: First Vice President

ATTACHMENT TO PROOF OF CLAIM OF EFG BANK AG IN THE CHAPTER 11 CASES OF LEHMAN BROTHERS HOLDINGS, INC.

A. Introduction

- 1. On September 15, 2008 (the "Petition Date"), Lehman Brothers Holdings Inc. ("LBHI") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Subsequently, eighteen (18) additional affiliates of LBHI (together with LBHI, the "Debtors") filed voluntary petitions for relief in the Bankruptcy Court. These cases are being jointly administered for procedural purposes before Judge James M. Peck as Case No. 08-13555.
- 2. On July 2, 2009, the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") (Docket No. 4271). The Bar Date Order, among other things, established November 2, 2009, at 5:00 p.m. (prevailing Eastern Time) (the "Securities Program Bar Date") as the last date and time for each person or entity to file a proof of claim based on securities issued by the Debtors or one of the Debtors' affiliates outside of the United States, which is identified on http://www.lehman-docket.com under the heading "Lehman Program Securities" (each, a "Lehman Program Security" and collectively, the "Lehman Program Securities"). In accordance with the requirements relating to Lehman Program Securities under the Bar Date Order, EFG Bank AG (the "Claimant") hereby files this Lehman Program Security Proof of Claim.

B. Claim Arising Under Lehman Program Securities

- 3. The Claimant is the holder or authorized representative of the holder of Lehman Program Securities. The International Securities Identification Number ("ISIN") identifying each Lehman Program Security, along with the respective Euroclear electronic instruction reference number or Clearstream blocking reference number or other depository blocking reference number is detailed on the spreadsheet attached hereto as **Exhibit A**.
- 4. The Claimant asserts a claim (the "Claim") for each Lehman Program Security in the aggregate liquidated amount as set forth on Exhibit A as of the Petition Date, plus any and all other interest, costs, fees, expenses, or additional amounts due and owing under the documents associated with each Lehman Program Security, including the terms and conditions and pricing supplements for each issuance, and under applicable law. Exhibit A sets forth the aggregate amount of the claim for each Lehman Program Security in US Dollars as of September 15, 2009, as required by the Bar Date Order. Claimant reserves the right to assert that a different currency or exchange rate is applicable to the claim.

C. Guaranty Claim

- 5. To the extent that a Lehman Program Security has been issued by an affiliate of the Debtors outside the United States with a related guaranty issued by LBHI, the Claimant has and asserts a claim against LBHI based on amounts owed pursuant to the promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance (the "Guaranty").
- 6. In reliance on pg. 14, subparagraph (h) of the Bar Date Order, the Claimant does not intend to complete a Guarantee Questionnaire (as that term is defined in the Bar Date Order) on account of its Guaranty Claim.

D. Reservation of Rights

- 7. The Claimant reserves the right to file a proof of claim or other evidence of its indebtedness in any pending or future proceeding in another jurisdiction arising out of either the Lehman Program Security or the Guaranty. The Claimant's filing of this Proof of Claim is without prejudice to its right to assert substantially similar claims in the insolvency proceedings relating to any of the Debtors' affiliates in other jurisdictions.
- 8. To the extent that the Debtors assert claims against the Claimant of any kind, the Claimant reserves the right to assert that such claims by the Debtors are subject to rights of setoff or recoupment, which rights may be treated as secured claims under the Bankruptcy Code. To the extent that the Debtors or any other party take any action that would give rise to a counterclaim, cross claim or other claims against the Debtors, the Claimant reserves all rights to assert such claim.
- 9. The Claimant reserves the right to (i) amend, clarify, modify, update or supplement this Proof of Claim at any time and in any respect, including without limitation to assert additional claims and requests for payment or additional grounds for its claims, or to specify the amount of the Claimant's contingent, unmatured or unliquidated claims as they become non-contingent, matured or liquidated; (ii) file additional proofs of claim at any time and in any respect; or (iii) file a request for payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 503(b) and 507(a). By virtue of the filing of this Proof of Claim, the Claimant does not waive, and hereby expressly reserves, its right to pursue claims and requests for payment, including but not limited to, the claims and requests for payment described herein against the Debtors based upon alternative legal theories.

- 10. By filing this Proof of Claim, the Claimant does not waive, and specifically preserves, its procedural and substantive defenses to any claim that may be asserted against it by the Debtors, by any trustee of their estates, by any official committee appointed in these chapter 11 cases, or any other party.
- 11. The Claimant also reserves all rights accruing to it against the Debtors, and the filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of remedies or (b) a waiver or limitation of any rights of the Claimant. The Claimant reserves the right to withdraw this Proof of Claim with respect to any claims for any reason whatsoever.
- 12. This Proof of Claim shall not be deemed to be a waiver of the Claimant's right (i) to have final orders in non-core matters entered only after *de novo* review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases, (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, set-offs, or recoupments to which the Claimant is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, set-offs, and recoupments the Claimant expressly reserves.
- 13. By the filing of this Proof of Claim, the Claimant does not submit to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

D. Notices

14. All notices regarding this Proof of Claim should be sent to:

EFG Bank AG Bahnhofstrasse 16 P.O. Box 2255 8022 Zurich Switzerland Attn: Isabel Faragalli

with a copy to:

Greenberg Traurig LLP 200 Park Avenue New York, NY 10166 Attn: Maria DiConza

15. Pursuant to pg. 14, subparagraph (i) of the Bar Date Order, the Claimant does not attach to this Proof of Claim or otherwise submit any documentation supporting the claim under the Lehman Program Security.

NY239,760,703v3

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Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
EUR	ANN5214A7313	CA58234	13'373	N/A	19'047	N/A	19'047
EUR	CH0027120770	CA58236	120	N/A	171	N/A	171
EUR	XS0176153350	CA58237	150'000	2'790	213'645	3'974	217'619
EUR	XS0185349916	CA58238	2'035'000	N/A	2'898'451	N/A	2'898'451
USD	XS0186883798	CA58239	307'287	N/A	307'287	N/A	307'287
EUR	XS0189741001	CA58287	541'000	5'592	770'546	7'965	778'511
EUR	XS0193035358	CA58291	14'000	49	19'940	69	20'009
USD	XS0204933997	CA74140	75'000	1'369	75'000	1'369	76'369
EUR	XS0205185456	CA58293	50'000	261	71'215	372	71'587
USD	XS0207884379	CA36175	50'000	N/A	50'000	N/A	50'000
EUR	XS0208459023	CA58294	30'000	425	42'729	605	43'334
EUR	XS0210782552	CA67433	12'000	264	17'092	376	17'468
EUR	XS0213629487	CA67434	60'000	N/A	85'458	N/A	85'458
USD	XS0216140094	CA67435	120'000	677	120'000	677	120'677
EUR	XS0218304458	CA67436	125'000	2'965	178'038	4'223	182'261
EUR	XS0229584296	CA67444	320'000	22'362	455'776	31'851	487'627
EUR	XS0252835110	CA67483	250'000	1'471	356'075	2'096	358'171
CHF	X\$0261032238	CA67804	1'000	N/A	1'116	N/A	1'116
USD	XS0277470943	CA67832	225'000	N/A	225'000	N/A	225'000
EUR	XS0284114567	CA74141	700'000	N/A	997'010	N/A	997'010
SEK	XS0293731914	CA92121	440'000	N/A	65'095	N/A	65'095
USD	XS0299103084	CA67884	100'000	N/A	100'000	N/A	100'000
SEK	XS0299624568	CA67909	9.000.000	N/A	1'331'499	N/A	1'331'499
EUR	XS0301365945	CA74145	760'000	N/A	1'082'468	N/A	1'082'468

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Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
CZK	XS0307355445	CA36181	5'800'000	124'004	343'459	7'343	350'803
EUR	XS0307745744	CA67966	500'000	5'552	712'150	7'908	720'058
EUR	XS0308319341	CA67988	30'000	N/A	42'729	N/A	42'729
CHF	XS0309835139	CA67999	244	N/A	272	N/A	272
USD	XS0319211982	CA68000	200'000	N/A	200'000	N/A	200'000
EUR	XS0319631098	CA68003	3,000,000	N/A	4'272'900	N/A	4'272'900
USD	XS0323108265	CA68033	315'000	N/A	315'000	N/A	315'000
USD	XS0323849199	CA68127	770'000	N/A	770'000	N/A	770'000
EUR	XS0323849355	CA68128	960'000	N/A	1'367'328	N/A	1'367'328
USD	XS0324091304	CA68138	1'000'000	N/A	1'000'000	N/A	1'000'000
EUR	XS0326006540	CA68139	200'000	9'794	284'860	13'950	298'810
EUR	XS0326085742	CA68140	1'074'000	N/A	1'529'698	N/A	1'529'698
SEK	XS0326108973	CA69187	12'550'000	N/A	1'856'701	N/A	1'856'701
CHF	XS0326427480	CA69188	50'000	2'300	55'795	2'567	58'362
USD	XS0328922645	CA69202	665'000	N/A	665'000	N/A	665'000
EUR	XS0328923379	CA69221	2'325'000	N/A	3'311'498	N/A	3'311'498
USD	XS0331874163	CA69222	366'000	46'511	366'000	46'511	412'511
USD	XS0333449295	CA69278	985'000	N/A	985'000	N/A	985'000
USD	XS0334693818	CA69282	5'000'000	N/A	5'000'000	N/A	5'000'000
USD	XS0336218762	CA69287	560'000	N/A	560'000	N/A	560'000
USD	XS0336850762	CA58226	400'000	N/A	400'000	N/A	400'000
EUR	XS0336951107	CA69305	503'000	N/A	716'423	N/A	716'423
CHF	XS0338492571	CA69307	2'093'000	N/A	2'335'579	N/A	2'335'579
USD	XS0338493033	CA69310	60'000	N/A	60'000	N/A	60,000

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Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
USD	XS0339408238	CA69311	1'530'922	N/A	1'530'922	N/A	1'530'922
EUR	XS0339408584	CA91763	1'170'000	N/A	1'666'431	N/A	1'666'431
EUR	XS0339537390	CA36371	150'000	N/A	213'645	N/A	213'645
EUR	XS0342406716	CA69312	773'000	N/A	1'100'984	N/A	1'100'984
USD	XS0344556864	CA69314	3'854'000	N/A	3'854'000	N/A	3'854'000
EUR	XS0344557839	CA69316	1'747'000	N/A	2'488'252	N/A	2'488'252
EUR	XS0345061591	CA69317	1'000'000	N/A	1'424'300	N/A	1'424'300
USD	XS0346438061	CA69319	75'000	N/A	75'000	N/A	75'000
USD	XS0346466781	CA69324	110'000	N/A	110'000	N/A	110'000
HKD	XS0349512094	CA69325	1'000'000	N/A	128'366	N/A	128'366
USD	XS0350764337	CA69327	2'000'000	N/A	2'000'000	N/A	2'000'000
EUR	XS0351766836	CA69328	2'455'000	N/A	3'496'657	N/A	3'496'657
EUR	XS0364438639	CA69329	200'000	N/A	284'860	N/A	284'860
USD	XS0368988522	CA69330	2'050'000	N/A	2'050'000	N/A	2'050'000
USD	XS0382037975	CA69332	200'000	N/A	200'000	N/A	200'000
USD	XS0384368485	CA69335	200'000	N/A	200'000	N/A	200'000
				TOTAL IN USD	57'456'466	4041055	5715001204
				TOTAL IN USD	37 430 466	131'855	57'588'321

Exhibit A to Proof of Claim of EFG Bank AG Exchange Rates (as at 09/15/2008)

EXCHANGE RATES (AS AT 09/15/2008)

United States Dollar

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RECEIVED BY:

Lehman Brothers Holdings Claims Proce c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	•		IRITIES PROGRAMS F OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No 08-13555 (JMP) (Jointly Administered)	Lehman Broth	uthern District of New York ers Holdings Inc., Et Al. 3555 (JMP) 0000055855
Note: This form may not be used based on Lehman Programs Secundate://www.lehman-docket.com	rities as listed on		9955 (JMP) 0000055855
Name and address of Creditor: (and name Creditor) Bank Hapoalim (Switzerland) Ltd. Stockerstrasse 33 CH-8002 Zuerich, Switzerland Attention: Brigitte Fotsch & Rudolf Brur With copies to Paul, Weiss, Rifkind, WI New York, NY 10019-6064, Attention: Telephone number: (212) 373-3000	nner narton & Garrison LLP, 1285 Avenue o Douglas R. Davis	f the American	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:
Name and address where payment should		;	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: 1. Provide the total amount of your clai Programs Securities as of September 15, and whether such claim matured or beca dollars, using the exchange rate as applic you may attach a schedule with the clain	2008, whether you owned the Lehman me fixed or liquidated before or after Sable on September 15, 2008. If you are	Programs Securities on September 15, 2008. The claim ar filing this claim with respect to m	er 15, 2008 or acquired them thereafter, nount must be stated in United States ore than one Lehman Programs Security.
Amount of Claim: \$ Please See A	_		
	im includes interest or other charges in	addition to the principal amount	due on the Lehman Programs Securities.
2. Provide the International Securities this claim with respect to more than one which this claim relates.	Identification Number (ISIN) for each Lehman Programs Security, you may a	Lehman Programs Security to what tach a schedule with the ISINs for	nich this claim relates. If you are filing or the Lehman Programs Securities to
International Securities Identification	Number (ISIN): Please See Atta	chment (Required)	
3. Provide the Clearstream Bank Blockin appropriate (each, a "Blocking Number" from your accountholder (i.e. the bank, be than one Lehman Programs Security, you relates.) for each Lehman Programs Security for proker or other entity that holds such sec	or which you are filing a claim. Scurities on your behalf). If you a	You must acquire a Blocking Number re filing this claim with respect to more
Clearstream Bank Blocking Number, number:	Euroclear Bank Electronic Instructio	n Reference Number and or ot	her depository blocking reference
Please See Attachment	(Required		
4. Provide the Clearstream Bank, Euroclyou are filing this claim. You must acquaccountholder (i.e. the bank, broker or or numbers.	ire the relevant Clearstream Bank. Eur	oclear Bank or other denository r	participant account number from your
Accountholders Euroclear Bank, Clean Please See Attachment	rstream Bank or Other Depository Pa (Required)	•	
5. Consent to Euroclear Bank, Clears consent to, and are deemed to have auth disclose your identity and holdings of L reconciling claims and distributions.	orized, Euroclear Bank, Clearstream B	ank or other depository to	FOR COURT USE ONLY FILED / RECEIVED
October 16, 2009 Signature: Brigitte Fotsch Head of Internal Control Manager	Rudolf Brunner Head of Treasury Manager		OCT 2 9 2009 EPIO BANKRUPTCY SOLUTIONS, LLC
Penalty for presenting fraudule	nt claim: Fine of up to \$500,000 or imp	orisonment for un to 5 years or ho	th 18119 C 88 152 and 3571

ATTACHMENT TO PROOF OF CLAIM OF BANK HAPOALIM (SWITZERLAND) LTD. AGAINST LEHMAN BROTHERS HOLDINGS INC.

- 1. Commencing on September 15, 2008 (the "Petition Date") and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI"), and certain of its subsidiaries (LBHI, together with such subsidiaries, the "Debtors"), filed voluntary petitions (the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).
- 2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the "Bar Date Order") which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the "Bar Date") for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the "Securities Programs Bar Date").
- 3. Bank Hapoalim (Switzerland) Ltd. (the "Claimant") accordingly files this Lehman Programs Securities Proof of Claim (the "Proof of Claim") for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or

more of Claimant's customers.¹ As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the Lehman Programs Securities listed on Exhibit A attached hereto.²

- 4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 74,355,494 which may consist in whole or in part of the US Dollar equivalent as of September 15, 2008 of the claims covered hereby. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than USD 74,355,494 together with all accrued and unpaid interest or other return as of September 15, 2008 (the "Lehman Programs Securities Claim").
- 5. Additionally, Claimant may have acted as a direct or indirect distributor or broker in connection with the sale and distribution of Lehman Programs Securities, including Lehman Programs Securities not identified on Exhibit A (collectively, the "Lehman Program Securities Issuances"). In connection with the Lehman Programs Securities Issuances, Claimant entered into various indemnification and other agreements with the Debtors (collectively the "Indemnification Agreements").
- 6. LBHI guaranteed the obligations of numerous of LBHI's subsidiaries and affiliates, some of which directly issued the Lehman Programs Securities. Specifically, LBHI issued the following guarantees: (a) that certain Unanimous Written Consent of the Executive

The Bar Date Order provides "claims based on any Lehman Program Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

The Bar Date Order provides "persons or entities that file claims based on any Lehman Program Security are not required to attach or submit any documentation supporting any claim based on such Lehman Program Security." Bar Date Order at p. 14.

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Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005, under which LBHI guaranteed payment of all liabilities, obligations and commitments of numerous LBHI subsidiaries (the "LBHI Board Guarantee") and (b) that certain Guarantee of Lehman Brothers Holdings Inc. as addressed to Standard & Poor's Rating Services, dated January 4, 2008, under which LBHI guaranteed payment of all liabilities, obligations and commitments of LBIE (the "S&P Guarantee," and collectively, with the LBHI Board Guarantee, the "LBHI Guarantees").

- 7. Claimant hereby asserts additional claims for contractual, statutory and common law rights of indemnity, contribution, reimbursement, set-off and liability against the Debtors and the subsidiaries and affiliates of the Debtors covered by the LBHI Guarantees arising from the Indemnification Agreements and/or from the Lehman Programs Securities Issuances (the "Indemnity Claims"). With respect to the Indemnity Claims, Claimant is entitled to reimbursement by the Debtors for any and all expenses incurred by Claimant in connection with any and all threatened, pending, completed and/or future claims, actions, suits or proceedings and any appeal therefrom, whether civil, criminal, administrative or investigative, involving or related to Claimant, or in which Claimant was, is or may be a party, or was, is or may become involved as a witness or third party, by reason of Claimant's participation in the Lehman Programs Securities Issuances.
- 8. The amount of Claimant's contingent claims cannot be reasonably calculated or estimated at this time, but Claimant does not waive its right to seek payment from the Debtors by not currently stating a specific amount. Claimant reserves the right to assert additional claims including the right to claim that all or any portion of the losses, claims, damages, liabilities, legal

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or other expenses incurred by Claimant after the Petition Date are administrative expenses entitled to priority treatment under Section 507(a)(2) of the Bankruptcy Code or otherwise.

- 9. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of claim for any additional claims which may be based on the same or additional documents or grounds of liability.
- 10. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.
- Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Program Security.

 Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Program Security.

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- 12. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in section 503(b) of the Bankruptcy Code.
- 13. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.
- 14. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any contracts described herein and that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or

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any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

15. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject

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matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

16. All notices regarding this Proof of Claim should be sent to: Bank Hapoalim (Switzerland) Ltd., Stockerstrasse 33, CH-8002 Zuerich, Switzerland, Attention: Brigitte Fotsch & Rudolf Brunner, with copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Telephone number: (212) 373-3000, Attention: Douglas R. Davis.

EXHIBIT A

LEHMAN PROGRAMS SECURITIES

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EXHIBIT A

CREDITOR - Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0205437527	91668	EUROCLEAR	USD	600,000	\$600,000	6052192
XS0206245234	91668	EUROCLEAR	USD	960,000	\$960,000	6052200
XS0207502781	91668	EUROCLEAR	USD	1,050,000	\$1,050,000	6052924
XS0211092316	91668	EUROCLEAR	USD	4,100,000	\$4,100,000	6052925
XS0216140094	91668	EUROCLEAR	USD	2,170,000	\$2,170,000	6052927
XS0221564387	91668	EUROCLEAR	USD	220,000	\$220,000	6052928
XS0229269856	91668	EUROCLEAR	EUR	518,000	\$735,612	6052930
XS0257022714	91668	EUROCLEAR	EUR	210,000	\$298,221	6052931
XS0276510111	91668	EUROCLEAR	USD	1,210,000	\$1,210,000	6052932
XS0280241851	91668	EUROCLEAR	USD	2,450,000	\$2,450,000	6052933
XS0301473327	91668	EUROCLEAR	SEK	225,000	\$33,274	6052934
XS0301813522	91668	EUROCLEAR	USD	510,000	\$510,000	6052935
XS0314889154	91668	EUROCLEAR	USD	920,000	\$920,000	6052936
XS0318224598	91668	EUROCLEAR	USD	250,000	\$250,000	6052937
XS0319211982	91668	EUROCLEAR	USD	1,300,000	\$1,300,000	6052938
XS0319273404	91668	EUROCLEAR	USD	220,000	\$220,000	6052939
XS0319610845	91668	EUROCLEAR	EUR	1,550,000	\$2,201,155	6052940
XS0326215893	91668	EUROCLEAR	USD	150,000	\$150,000	6052941
X\$0327725528	91668	EUROCLEAR	USD	160,000	\$160,000	6052942
XS0328596316	91668	EUROCLEAR	USD	120,000	\$120,000	6052943
XS0332025120	91668	EUROCLEAR	USD	180,000	\$180,000	6052944
XS0333420395	91668	EUROCLEAR	USD	400,000	\$400,000	6053994
XS0334732491	91668	EUROCLEAR	USD	710,000	\$710,000	6052946
XS0334918322	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052948
XS0336617625	91668	EUROCLEAR	USD	550,000	\$550,000	6052949
XS0337787161	91668	EUROCLEAR	USD	1,350,000	\$1,350,000	6052950

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EXHIBIT A

CREDITOR -Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0339184615	91668	EUROCLEAR	USD	350,000	\$350,000	6052951
XS0339215351	91668	EUROCLEAR	USD	540,000	\$540,000	6052952
XS0339538448	91668	EUROCLEAR	USD °	1,210,000	\$1,210,000	6052953
XS0340222750	91668	EUROCLEAR	USD	700,000	\$700,000	6052954
XS0340592681	91668	EUROCLEAR	USD	2,510,000	\$2,510,000	6052955
XS0344095871	91668	EUROCLEAR	USD	1,280,000	\$1,280,000	6052956
XS0346122343	91668	EUROCLEAR	USD	720,000	\$720,000	6052957
XS0346461634	91668	EUROCLEAR	USD	2,670,000	\$2,670,000	6052958
XS0346466781	91668	EUROCLEAR	USD	3,850,000	\$3,850,000	6052959
XS0346859084	91668	EUROCLEAR	USD	680,000	\$680,000	6052960
XS0347452855	91668	EUROCLEAR	USD	190,000	\$190,000	6052961
XS0347872128	91668	EUROCLEAR	USD	1,000,000	\$1,000,000	6052962
XS0347925264	91668	EUROCLEAR	USD	190,000	\$190,000	6052963
XS0349904689	91668	EUROCLEAR	USD	500,000	\$500,000	6052964
XS0351984827	91668	EUROCLEAR	USD	180,000	\$180,000	6052965
XS0352917768	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052966
XS0362500380	91668	EUROCLEAR	USD	3,070,000	\$3,070,000	6052967
XS0364167006	91668	EUROCLEAR	USD	2,390,000	\$2,390,000	6052968
XS0366383387	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052969
XS0353780900	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052970
XS0128857413	91279	EUROCLEAR	EUR	130,000	\$184,613	6054090
XS0206245234	91279	EUROCLEAR	USD	950,000	\$950,000	6054091
XS0207502781	91279	EUROCLEAR	USD	50,000	\$50,000	6054092
XS0216140094	91279	EUROCLEAR	USD	550,000	\$550,000	6054093
XS0264674549	91279	EUROCLEAR	GBP	60,000	\$107,334	6054094
XS0271141565	91279	EUROCLEAR	GBP	50,000	\$89,445	6054095

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CREDITOR -Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0276510111	91279	EUROCLEAR	USD	1,940,000	\$1,940,000	6054096
XS0276510111	91279	EUROCLEAR	USD	50,000	\$50,000	6054097
XS0299141332	91279	EUROCLEAR	GBP	1,000,000	\$1,788,900	6054098
XS0301813522	91279	EUROCLEAR	USD	400,000	\$400,000	6054099
XS0314889154	91279	EUROCLEAR	USD	50,000	\$50,000	6054100
XS0319211982	91279	EUROCLEAR	USD	430,000	\$430,000	6054101
XS0319273404	91279	EUROCLEAR	USD	300,000	\$300,000	6054103
XS0319610845	91279	EUROCLEAR	EUR	110,000	\$156,211	6054104
XS0320655540	91279	EUROCLEAR	USD	1,000,000	\$1,000,000	6054105
XS0326215893	91279	EUROCLEAR	USD	310,000	\$310,000	6054106
XS0327725528	91279	EUROCLEAR	USD	260,000	\$260,000	6054107
XS0332025120	91279	EUROCLEAR	USD	480,000	\$480,000	6054108
XS0333117611	91279	EUROCLEAR	USD	950,000	\$950,000	6054109
XS0333420395	91279	EUROCLEAR	USD	700,000	\$700,000	6054110
XS0334918322	91279	EUROCLEAR	USD	910,000	\$910,000	6054111
XS0337787161	91279	EUROCLEAR	USD	70,000	\$70,000	6054112
XS0339184615	91279	EUROCLEAR	USD	500,000	\$500,000	6054113
XS0339538448	91279	EUROCLEAR	USD	460,000	\$460,000	6054114
XS0340592681	91279	EUROCLEAR	USD	2,770,000	\$2,770,000	6054115
XS0344095871	91279	EUROCLEAR	USD	370,000	\$370,000	6054116
XS0346461634	91279	EUROCLEAR	USD	1,100,000	\$1,100,000	6054117
XS0346466781	91279	EUROCLEAR	USD	260,000	\$260,000	6054119
XS0347229352	91279	EUROCLEAR	CAD	900,000	\$840,729	6054120
XS0347872128	91279	EUROCLEAR	USD	100,000	\$100,000	6054121
XS0349904689	91279	EUROCLEAR	USD	80,000	\$80,000	6054122
XS0351984827	91279	EUROCLEAR	USD	1,080,000	\$1,080,000	6054123

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EXHIBIT A

CREDITOR - Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0364167006	91279	EUROCLEAR	USD	350,000	° \$350,000	6054124
XS0366383387	91279	EUROCLEAR	USD	700,000	\$700,000	6054125
XS0277470943	91279	EUROCLEAR	USD	100,000	\$100,000	6054126
XS0301519681	91279	EUROCLEAR	USD	240,000	\$240,000	6054127
				Total:	\$74,355,494	

^{*} Principal Amount in U.S. Dollars is based upon the exchange rates of 1.4201 U.S. Dollars per Euro, 1.7889 U.S. Dollars per British Pound, 1.0705 Canadian Dollars per U.S. Dollar and 6.7620 Swedish Krona per U.S. Dollar, as of September 15, 2008.

H D

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RECEIVED BY:

	nkruptcy Court/Souther	•	LEHMAN SECURITIES PROGRAMS					
Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076			PROOF OF CLAIM					
New York, NY 1 In Re:	0150-5076	Chapter 11	Filed: USBC - S	Southern District of New York				
Lehman Brothers Holdings Inc., et al., Debtors. Case No. 08-13555 (JMP) (Jointly Administered)			Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000058578					
based on Lehr	Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009							
Name and addres Creditor)	s of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.				
BAWAG P.S.K Georg-Coch-P 1010 Wien, Au Attention: Robe	atz 2 stria		Court Claim Number:(If known)					
		rahart zanz@haw	agnetifonds at	Filed on:				
Telephone number		nail Address: robert.zenz@baw. be sent (if different from above)	agpskronds.at					
name and addres	s where payment should	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.						
Telephone number	er: Er	nail Address:						
 Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ Please see attachment (Required) Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. 								
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing								
this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.								
International Securities Identification Number (ISIN): Please see attachment (Required)								
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.								
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:								
	Please see attachr	nent (Require	ed)					
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.								
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:								
Please see attachment (Required)								
consent to, and ar disclose your idea	e deemed to have author	eam Bank or Other Depository: By ized, Euroclear Bank, Clearstream Baman Programs Securities to the Debte	ank or other depository to	FOR COURT USE ONLY FILED / RECEIVED				
Date.	Signature: The person	filing this claim must sign it. Sign ar	nd print name and title, if any,	OCT 3 0 2009				
10/30/09	of the creditor or other person authorized to file this claim and state address and telephone							
Penalty	for presenting fraudulen	t claim: Fine of up to \$500,000 or in		r both. 18 U.S.C. 88 152 and 3571				

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ATTACHMENT TO PROOF OF CLAIM OF BAWAG P.S.K. INVEST GMBH AGAINST LEHMAN BROTHERS HOLDINGS INC.

- 1. Commencing on September 15, 2008 (the *Petition Date*) and periodically thereafter, Lehman Brothers Holdings Inc. (*LBHI*), and certain of its subsidiaries (LBHI, together with such subsidiaries, the *Debtors*), filed voluntary petitions (the *Chapter 11 Cases*) for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the *Bankruptcy Code*). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).
- 2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket No. 4271] (the <i>Bar Date Order*) which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the *Bar Date*) for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the *Securities Programs Bar Date*).
- 3. BAWAG P.S.K. Invest GmbH (the *Claimant*) accordingly files this Lehman Programs Securities Proof of Claim (the *Proof of Claim*) for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or more of Claimant's

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customers. As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the following Lehman Programs Securities:²

International Securities Identification Number (ISIN)	Depository Blocking Reference Number	Depository Participant Account Number	Principal Component	Interest Component (up to and including September 15, 2008)	Amount of Claim
XS0252835110	CA14785	19640	\$1,424,400.00	\$8,588.00	\$1,432,988.00
XS0231181222	CA14771	19640	\$1,210,740.00	\$38,453.82	\$1,249,193.82
XS0238228901	CA14775	19640	\$1,068,300.00	\$20,758.21	\$1,089,058.21
XS0282937985	CA22485	19640	\$1,424,400.00	\$19,182.00	\$1,443,582.00
XS0257022714	CA14889	19640	\$997,080.00	\$436.97	\$997,516.97
Total:			\$6,124,920.00	\$87,419.00	\$6,212,339.00

- 4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 6,124,920.00 and aggregate accrued and unpaid interest amount or other return (up to and including September 15, 2008) of USD 87,419.00. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to, the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than USD 6,212,339.00 (the *Lehman Programs Securities Claim*). The foregoing amounts have been converted from EUR to US dollars using the exchange rate prevailing on the Petition Date.
- 5. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of

The Bar Date Order provides "claims based on any Lehman Programs Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

The Bar Date Order provides "persons or entities that file claims based on any Lehman Programs Security are not required to attach or submit any documentation supporting any claim based on such Lehman Programs Security." Bar Date Order at p. 14.

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claim for any additional claims which may be based on the same or additional documents or grounds of liability.

- 6. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.
- 7. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Programs Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Programs Security.
- 8. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against

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Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in Section 503(b) of the Bankruptcy Code.

- 9. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under Sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.
- obligation owed to Claimant under any of the contracts described herein or that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.
- 11. The filing of this Proof of Claim is not and shall not be deemed or construed as:

 (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors;

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(b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

12. All notices regarding this Proof of Claim should be sent to: BAWAG P.S.K. Invest GmbH, Georg-Coch-Platz 2, 1010 Wien, Austria, <u>Attention</u>: Robert ZENZ, with copies to Freshfields Bruckhaus Deringer US LLP, 520 Madison Avenue, 34th Floor, New York, New York 10022, Telephone number: 212-277-4000, <u>Attention</u>: Jerome Ranawake and Yehuda Herbst.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT BAWAG P.S.K INVEST GmbH a corporation duly organized and validly existing under the laws of the Republic of Austria, registered in the company register of Handelsgericht Wien, Marxergasse 1a, 1030 Vienna under FN 70844h, with corporate seat in 1010 Vienna, Austria and business address at Georg-Coch-Platz 2, 1010 Vienna, Austria (the "Company"), represented by Alois Steinböck and Dr. Peter Pavlicek as members of the management board, each with the power to represent the Company jointly with another member of the management board, the undersigned claimant in the bankruptcy cases styled In re Lehman Brothers Holdings Inc., Case No. 08-13555 (JMP) (Jointly Administered) (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Southern District of New York, hereby authorizes Jerome Ranawake and Harvey Dychiao of Freshfields Bruckhaus Deringer US LLP, acting jointly or singly, as attorneys in fact for the undersigned, with the full power of attorney to execute and/or file all proofs of claim, documents or court papers he may consider necessary or advisable in connection with the claims to be made in the Bankruptcy Case.

BAWAG P.S.K INVEST GmbH further declares that this power of attorney is given for the purpose of vesting in the attorney in fact all authority required or desirable to be vested in an attorney in fact for the above-stated purpose and gives and grants the attorney in fact full and absolute power and authority to do all things necessary to be done in and about the premises. This Power of Attorney shall be construed in accordance with, and this Power of Attorney and all matters arising out of or relating in any way whatsoever to this Power of Attorney shall be governed by, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has hereunto set his Hand this _____th day of October 2009.

BAWAG P.S.K. INVEST GmbH

Signed and Delivered A-1018 Wien

Name Mag. Robert Zenz Title Legal Counsel

BAWA P.S.K. INVEST GMbH

Georg-Coch-Platz 2
A-1018 Wien

Name Mag. Robert Zenz Title Legal Counsel BAWAG P.S.K. INVEST GmbH

Georg-Coch-Platz 2 A-1018 Wien

Aloks Steinböck

Member of the Management Board

for

BARMS P. S.K. INVESTIGMEN

Georg-Coch-Platz 2
A-1018 Wien

Dr. Peter Pavlicek

Member of the Management Board

for

BAWAG P.S.K Invest GmbH

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	m at Distance Van		
	VSouthern District of New York		URITIES PROGRAMS
Lehman Brothers Holdings Claic c/o Epiq Bankruptcy Solutions,		PRO	OF OF CLAIM
FDR Station, P.O. Box 5076			
New York, NY 10150-5076	I Observed I	Filed: USE	200
In Re: Lehman Brothers Holdings Inc.,	Chapter 11 Case No. 08-13555 (JMP)	Lehman	C - Southern District of New York Brothers Holdings Inc., Et Al.
Debtors.	(Jointly Administered)		08-13555 (IMD) "IC., ET AI.
		1 //// //	0000059202
Note: This form may not l	be used to file claims other than tho	26	
based on Lehman Program http://www.lehman-docke	hs Securities as fisted on	######################################	
mip: /www.temman-docke	reom as of ady 17, 2009		
Name and address of Creditor:	(and name and address where notices shoul	d be sent if different from	Check this box to indicate must this
Creditor) J.P. Morgan Sec			claim amends a previously filed claim.
c/o Susan McNa	mara		Court Claim Number:
JPMorgan Legal	Department		(If known)
Mail Code: NY1-	tan Plaza – Floor 26		\
New York, NY 10	0005-1401, United States		Filed on:
Telephone number: 212-552-1	038 Email Address: Susan.McNama	ra@chase.com	
Name and address where payme	ent should be sent (if different from above)	JPMSI Income Collection ATTN: Wilson Dong	Check this box if you are aware that
		Mail Code: NY1-W030	anyone else has filed a proof of claim relating to your claim. Attach copy of
		One Metrotech Center - Floor 4	statement giving particulars.
Telephone number: 347-643-1	785 Email Address: Wilson.Dong@jp	Brooklyn, NY 11201	
Provide the total amount of Programs Securities as of Sente	your claim based on Lehman Programs Sember 15, 2008, whether you owned the Le	curities. Your claim amount must b hman Programs Securities on Senter	mber 15, 2008 or acquired them thereafter,
and whether such claim mature	d or became fixed or liquidated before or a	fter September 15, 2008. The claim	amount must be stated in United States
dollars, using the exchange rate	as applicable on September 15, 2008. If you the claim amounts for each Lehman Programmer.	ou are filing this claim with respect	to more than one Lehman Programs Security,
l'''		ans Security to which this claim fer	ates.
			nt due on the Lehman Programs Securities.
	Securities Identification Number (ISIN) for		
which this claim relates	than one Lehman Programs Security, you i	may attach a schedule with the ISIN	s for the Lenman Programs Securities to
s	ee Exhibit A hereto		
International Securities Ident	ification Number (ISIN):	(Required)	
3 Provide the Clearstream Ran	k Blocking Number, a Euroclear Bank Elec	stronic Reference Number, or other	denository blocking reference number as
	Number") for each Lehman Programs Secu		
	ne bank, broker or other entity that holds su		
than one Lehman Programs Sec relates.	curity, you may attach a schedule with the I	Blocking Numbers for each Lehman	Programs Security to which this claim
iviatos.			
	Number, Euroclear Bank Electronic Inst	ruction Reference Number and or	other depository blocking reference
number: See Exhib	it A hereto		
		quired)	
4. Provide the Clearstream Ron	k, Euroclear Bank or other depository parti		ur I ehman Programs Securities for which
you are filing this claim. You r	must acquire the relevant Clearstream Bank	. Euroclear Bank or other depositor	v participant account number from your
accountholder (i.e. the bank, bronumbers.	oker or other entity that holds such securities	es on your behalf). Beneficial holde	ers should not provide their personal account
	out Classic District City	anna Mariakakara at Arri 1990 - 1	·
Accommingers Eurociear Ba	ink, Clearstream Bank or Other Deposit		See Exhibit A hereto
5.0		uired)	FOR COURT VOT ON V
onsent to Euroclear Bank consent to, and are deemed to b	i, Clearstream Bank or Other Depository have authorized, Euroclear Bank, Clearstrea	7: By filing this claim, you m Bank or other depositors to	FOR COURT USE ONLY
disclose your identity and holdi	ings of Lehman Programs Securities to the	Debtors for the purpose of	FILED / RECEIVED
reconciling claims and distribut	ions.	• • • • • •	
Date. Signature:	The person filing this claim must sign it. Si	gn and print name and title if any	OCT 3 0 2009
of the credite	or or other person authorized to file this cla	im and state address and telephone	001005
10/27/2009 number ithdi	fferent from the hotice address above. Attac	ch copy of power of attorney, if	
any. /)/	amonthus Homes	amantha E. Hamerman	EPIG BANKRUPTCY SOLUTIONS, LLC
Penalty for presenting	fraudulent claim: Fine of up to \$500,000		

Exhibit A to JPMSI Proof of Claim

			_			В	}	P
Euroclear Account Number	99826	99826	99826	99826	99826	99826	99826	
Euroclear Bank Electronic Reference Blocking Number	6046448	6046447	6046446	6046442	6046443	6046445	6046444	
NISI	XS0353382681	XS0352912371	XS0352111016	XS0318224598	XS0328596316	XS0342399325	XS0341731767	
Acceleration Date (If an acceleration date is listed, a true copy of the acceleration notice is attached hereto.)	10/6/2009	N/A	10/6/2009	N/A	N/A	N/A	N/A	
Maturity Date	10/1/2010	3/12/2009	3/28/2018	9/7/2012	11/7/2009	7/30/2009	2/2/2009	
Date Acquired	9/14/2009	4/27/2009	4/23/2009	6/17/2009	6/17/2009	6/1/2009	6/1/2009	
Currency	USD	USD	asn	OSD	USD	USD	USD	
Principal Amount Accrued Interest Owed Owed on Claim in USD as of ISD as of 9/15/2008 9/15/2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Principal Amount Owed on Claim in USD as of 9/15/2008	\$2,700,000.00	\$700,000.00	\$1,000,000.00	\$1,517,000.00	\$1,420,000.00	\$13,000,000.00	\$1,000,000.00	
Total Claim Amount in USD as of 9/15/2008	\$2,700,000.00	\$700,000.00	\$1,000,000.00	\$1,517,000.00	\$1,420,000.00	\$13,000,000.00	\$1,000,000.00	\$21,337,000.00

J.P.Morgan

To: Lehman Brothers Treasury Co. B.V. ("LBTCBV")

Atrium Strawinskylaan 3105 1077 ZX Amsterdam

The Netherlands
Attention: L. Kho

Lehman Brothers Holdings Inc., ("LBHI") 745 Seventh Avenue

New York

New York 10019

USA

Attention: Treasurer

cc: R.J. Schlimmelpenninck

(as bankruptcy trustee of LBTCBV)

c/o Houthoff Buruma N.V. Gustav Mahlerplein 50 1082 MA Amsterdam

PO Box 75505

1070 AM Amsterdam The Netherlands

October 5, 2009

Dear Sirs

USD 6,870,000 Commodity Basket Linked Notes due 1 October 2010, Series Number 10219, ISIN - XSO353382681 (the "Notes")

Base Prospectus dated 24 July 2007 - US\$100,000,000,000 Euro Medium Term Note Program in relation to notes Issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG and guaranteed by Lehman Brothers Holdings Inc (the "Base Prospectus")

Capitalised terms used in this letter that are not otherwise defined shall have the meanings given to them in the Base Prospectus and the Final Terms and Conditions of the Notes dated 28 March 2008 (as applicable).

We confirm that we are the Holder of USD2,700,000 principal face value of the Notes.

On 15 September 2008, LBFII filed a petition under Chapter 11 of the U.S Bankruptcy Code. This constitutes an Event of Default under Condition 10(vi) of the Terms and Conditions of the Notes contained in the Base Prospectus (the "Conditions"). On 8 October 2008, LBTCBV, was declared bankrupt within the meaning of the Netherlands Bankruptcy Act. This constitutes an Event of Default under Condition 10(viii) of the Conditions. Both these Events of Default are continuing.

In accordance with Condition 10(c) of the Conditions, we hereby declare the principal amount of all of the Notes immediately due and payable at the Early Redemption Amount.

Interest will continue to accrue at the applicable rate in accordance with the Base Prospectus and Final Terms and Conditions of the Notes.

The omission from this notice of any other Event of Default which has occurred and is continuing does not and will not prejudice any rights we may have either generally or to rely on such Events of Default for the purpose of this notice.

The provisions of the Base Prospectus and the Final Terms and Conditions of the Notes shall continue in full force and effect and all rights and remedies which we may have on, before or after the date of this notice in relation to any circumstances or matters (including, without limitation, any rights and remedies in respect of the Events of Default referred to above), whether subsisting at the date of this notice or otherwise are hereby expressly reserved. Failure to exercise such rights and remedies for any period of time shall not constitute a waiver of, or as prejudicing, that or any other right or remedy.

This notice shall be construed and enforced in accordance with, and the rights of the parties shall be governed by English law.

Yours faithfully

J.P. Morgan Securities Inc.

NEELIMA VELUVOLU Authorized Signatory

J.P.Morgan

To: Lehman Brothers Treasury Co. B.V. ("LBTCBV")

Atrium

Strawinskylaan 3105 1077 ZX Amsterdam The Netherlands Attention: L. Kho

Lehman Brothers Holdings Inc., ("LBHI")
745 Seventh Avenue
New York
New York 10019
USA

Attention: Treasurer

cc: R.J. Schimmelpenninck

(as bankruptcy trustee of LBTCBV)

c/o Houthoff Buruma N.V. Gustav Mahlerplein 50 1082 MA Amsterdam PO Box 75505

1070 AM Amsterdam

The Netherlands

October 5, 2009

Dear Sirs

USD 2,000,000 Index Linked Notes due March 28, 2018, Series Number 10105, ISIN - XSO352111016 (the "Notes")

Base Prospectus dated 24 July 2007 - US\$100,000,000,000 Euro Medium Term Note Program in relation to notes issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG and guaranteed by Lehman Brothers Holdings Inc (the "Base Prospectus")

Capitalised terms used in this letter that are not otherwise defined shall have the meanings given to them in the Base Prospectus and the Final Terms and Conditions of the Notes dated March 26, 2008 (as applicable).

We confirm that we are the Holder of USD1,000,000 principal face value of the Notes.

On 15 September 2008, LBHI filed a petition under Chapter 11 of the U.S Bankruptcy Code. This constitutes an Event of Default under Condition 10(vi) of the Terms and Conditions of the Notes contained in the Base Prospectus (the "Conditions"). On 8 October 2008, LBTCBV, was declared bankrupt within the meaning of the Netherlands Bankruptcy Act. This constitutes an Event of Default under Condition 10(viii) of the Conditions. Both these Events of Default are continuing.

In accordance with Condition 10(c) of the Conditions, we hereby declare the principal amount of all of the Notes immediately due and payable at the Early Redemption Amount.

Interest will continue to accrue at the applicable rate in accordance with the Base Prospectus and Final Terms and Conditions of the Notes.

The omission from this notice of any other Event of Default which has occurred and is continuing does not and will not prejudice any rights we may have either generally or to rely on such Events of Default for the purpose of this notice.

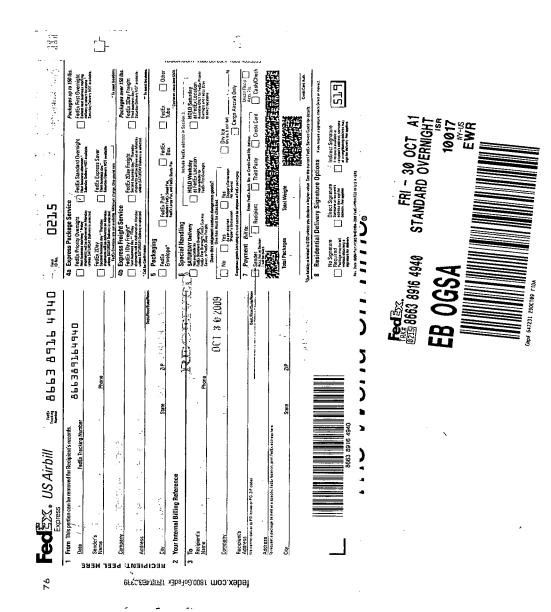
The provisions of the Base Prospectus and the Final Terms and Conditions of the Notes shall continue in full force and effect and all rights and remedies which we may have on, before or after the date of this notice in relation to any circumstances or matters (including, without limitation, any rights and remedies in respect of the Events of Default referred to above), whether subsisting at the date of this notice or otherwise are hereby expressly reserved. Failure to exercise such rights and remedies for any period of time shall not constitute a waiver of, or as prejudicing, that or any other right or remedy.

This notice shall be construed and enforced in accordance with, and the rights of the parties shall be governed by English law.

Yours faithfully

J.F. Morgan Securities Inc.

NEELIMA VELUVOLU
Authorized Signatory





Lehman Broth c/o Epiq Banks FDR Station, F New York, NY		ssing Center		CURITIES PROGRAMS OF OF CLAIM
Debtors.	ers Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Len	JSBC - Southern District of New York man Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000060006
based on Lel http://www.l	hman Programs Secur lehman-docket.com as	of July 17, 2009		0000060096
Name and addr Creditor)	ess of Creditor: (and name	and address where notices should be	be sent if different from	Check this box to indicate that this claim amends a previously filed claim.
2251 GK The Nether	van T'Hofflaan 6 VOORSCHOTEN lands	Demin Ed.Var 1160 B Belgiur	m	Court Claim Number:(If known) Filed on:
Name and addre	ess where payment should	be sent (if different from above)	Address: dcms@deminor.com	
Telephone num	ber: E	mail Address:		☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
and whether suc dollars, using th	ch claim matured or becam ne exchange rate as application	e fixed or liquidated before or after	an Programs Securities on Septem September 15, 2008. The claim	e the amount owed under your Lehman nber 15, 2008 or acquired them thereafter, amount must be stated in United States o more than one Lehman Programs Security, ates.
This amount dother charges. Check this l	oes not include interest be box if the amount of claim	includes interest or other charges in	n addition to the principal amount	ncipal amount as of Sept. 15, 2008 or any t due on the Lehman Programs Securities.
which this claim	relates.	ntification Number (ISIN) for each ehman Programs Security, you may umber (ISIN): XS0285922133 ¹	attach a schedule with the ISINs	nich this claim relates. If you are filing for the Lehman Programs Securities to
your accounthol than one Lehman	der (i.e. the bank, broker of n Programs Security, you n	or each Lenman Programs Security r other entity that holds such securi nay attach a schedule with the Bloc	ties on your behalf). If you are filing a claim. ties on your behalf). If you are files, ing Numbers for each Lebman l	lepository blocking reference number, as You must acquire a Blocking Number from ling this claim with respect to more Programs Security to which this claim relates. other depository blocking reference
CA33845 ¹ CA	39909 ²	(Requir	ed)	
accountholder (i.	e. the bank, broker or othe	r Bank or other depository participa the relevant Clearstream Bank, Eu r entity that holds such securities or	ant account number related to you proclear Bank or other depository in your behalf). Beneficial holders	r Lehman Programs Securities for which participant account number from your s should not provide their personal account
	Euroclear Bank, Clearst	ream Bank or Other Depository	Participant Account Number:	
13048		(Require		
consent to, and a lisclose your ide	re deemed to have authorize the name of Lehm as and distributions. Signature: The person f	am Bank or Other Depository: B ted, Euroclear Bank, Clearstream B nan Programs Securities to the Debi	y filing this claim, you ank or other depository to tors for the purpose of	OCT 3 0 2009
Date.	of the creditor or other pe	erson authorized to file this claim at the notice address above. Attach co	nd state address and telephone	EPIQ BANKRUPTCY SOLUTIONS, LLC
0/22/2009		Ed.V	inor International S.C.R.L. an Nieuwenhuyse Laan 6 bt.8	EPIQ BANKRUPTCY SOLUTIONS, LLG
	Bernard Thuysbaert,	Director 1160	Brussels, Belgium	
$P\epsilon$	enalty for presenting fraud	ulent claim: Fine of up to \$500,000	0 or imprisonment for up to 5 years	urs. or both 18 H S C 88 152 and 3571

POWER OF ATTORNEY/VOLMACHT

Mr/Mrs [de leer] mericae]_	WEEFF		
residing at [some 26 16]	Voekse.	676%	
OR <i>[OF]</i>			
The company [De sensosistic]			
With its registered office at /	mit maatsduppelijke :	gd0 <u>}</u>	
Duly represented by Mr/Mrs	techineldig verlegenn	vondind doorj	
In its capacity of <i>[in zijn boedd</i>	mehed wanj		

Hereinaster referred to as the "Noteholder", [Hierna genoemd de "Noteholder"]

Expressly declares to be a holder of notes issued by Lehman Brothers Treasury Co BV, company incorporated pursuant to the laws of the Netherlands - now in bankruptcy, with registered office at 1077 ZX. Amsterdam (the Netherlands), Strawinskylaan 3105 Atrium Building (7th floor), and guaranteed by Lehman Brothers Floldings Inc., a company incorporated pursuant to the laws of Delaware (U.S.A) - now under the protection of the Chapter XI of the US Bankruptcy Code, with registered office at 10019 New-York (USA), 745 Seventh Avenue,

Verklaart uitdrukkelijk Notebolder te zijn van door Lehman Brothers. Treasury Co BV, vennootschap opgericht naar Nederlands recht – vennootschap in faling – met maatschappelijke zetel te 1077 ZX Amsterdam (Nederland), Strawinskylaan 3105 Atrium Building (7e verdieping), en gegirandserd door Lehman Brothers Holdings Inc. een vennootschap opgericht naar het recht van Delaware (USA) – en onder bescherming van de Chapter 11 Bankruptey code geplaatst, met maatschappelijke zetel te 10019 New York (USA), 745 Seventh Avenue,

Hereby appoints, with power of substitution, Deminor International CVBA, with its registered office at 1160 Brussels, Belgium, Ed. Van Nieuwenbuyselaan 658 (hereinafter "Deminor")



Geeft hierbij een volmacht aan Deminor International CVBA, met maatschappelijke zelet te 1160 Brussel. België, Ed. Van Njeuwenburjselaan 668 (hierna genoemd; "Dervinor"), dewelke de mogelijkheid beeft om deze volmacht door te geven,

To file in the name and on behalf of the Noteholder any and all claims in the framework of the insolvency proceedings of Lehman Brothers Treasury Co and/or Lehman Brothers Holdings Inc. in order to recover its losses suffered on its investment, and

Om in naum en voor rekening van de Notebolder een schuldvordering in te dienen in het kader van de Jaillissementsprocedure tegen Leljanan Brothers Treasury Go BV en/of Lehman Brothers Holding Inc teneinde de gelden te receperen depetke werden gemvesteerd in de Notes, en

To undertake every act, sign any document and accomplish any formality, useful or necessary for the execution of the present power of attorney:

Om elke daad te stellen, elk document te tekenen en alle formaliteiten te verrullen, nuttig of noodzakelijk in de uitroering van deze volmacht.

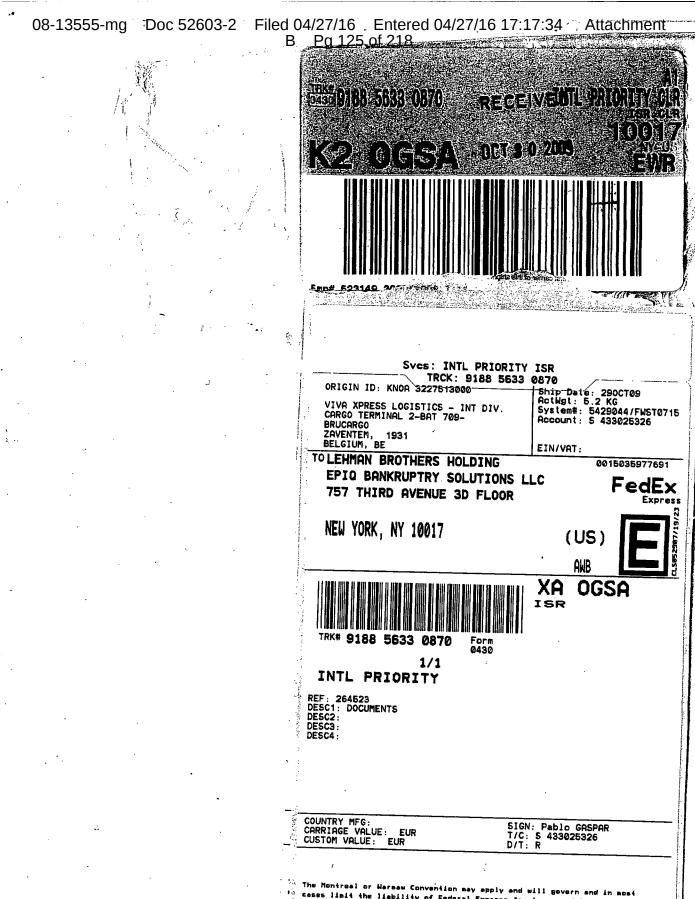
This Power of Attorney is subject to the laws of Belgium.

Deze volmacht is opgesteld naar Belgisch recht.

This Power of Attorney is signed on <u>\$23 \old 2609</u> in \old 1000 \

Signature [handlekening]:

2



The Montreal or Harman Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract on the reverse.

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Lehman Brothe c/o Epiq Bankr FDR Station, P New York, NY		sing Center	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM				
Debtors.	rs Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		Southern District of New York others Holdings Inc., Et AI. 3-13555 (JMP) 0000060305			
based on Lel	orm may not be used to nman Programs Securi ehman-docket.com as	o file claims other than those ties as listed on of July 17, 2009					
Name and addre Creditor)	ess of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.			
W.M.E. M Distellaan 2111 BB A The Netherl	18 AERDENHOUT		International S.C.R.L. Nieuwenhuyse Laan 6 bt.8	Court Claim Number:(If known) Filed on:			
	umber: ++32 2 674 71 10	Email Acope sent (if different from above)	ldress: dcms@deminor.com				
Telephone numb		nail Address:		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ 93.396,60 (reference: ECB; 1 € = 1,4151 \$). This amount does not include interest but the creditor reserves the right to claim interest due on the principal amount as of Sept. 15, 2008 or any other charges. ☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. 2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing							
this claim with r which this claim International S	respect to more than one Le relates. ecurities Identification N	chman Programs Security, you may a cumber (ISIN): XS0346707903 ¹ X	stach a schedule with the ISINs S0285922133 ² XS0327236757	for the Lehman Programs Securities to			
appropriate (each your accounthole than one Lehman	h, a "Blocking Number") f der (i.e. the bank, broker or n Programs Security, you n	or each Lehman Programs Security to the other entity that holds such securition of the properties as the securition of the Block	or which you are filing a claim. es on your behalf). If you are fil ing Numbers for each Lehman F	epository blocking reference number, as You must acquire a Blocking Number from ling this claim with respect to more Programs Security to which this claim relates. ther depository blocking reference			
CA39913 1 CA	33852 ² CA39866 ³	(Require	d)				
you are filing thi accountholder (i. numbers.	is claim. You must acquire ie. the bank, broker or othe	the relevant Clearstream Bank, Eur	oclear Bank or other depository your behalf). Beneficial holders	r Lehman Programs Securities for which participant account number from your s should not provide their personal account			
13048		(Required)				
consent to, and a disclose your ide	re deemed to have authorize the strate of Lehn and holdings of Lehn as and distributions.	am Bank or Other Depository: By ged, Euroclear Bank, Clearstream Banan Programs Securities to the Debto	nk or other depository to ors for the purpose of	FOR COURT USE ONLY			
Date. 10/22/2009	of the creditor or other pe	Ed.Va	d state address and telephone	OCT 3 0 2009 EPIQ BANKRUPTCY SOLUTIONS, ILC			
Po	enalty for presenting fraud	fulent claim: Fine of up to \$500,000	or imprisonment for up to 5 year	ars, or both. 18 U.S.C. §§ 152 and 3571			

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POWER OF ATTORNEY/VOLMACHT

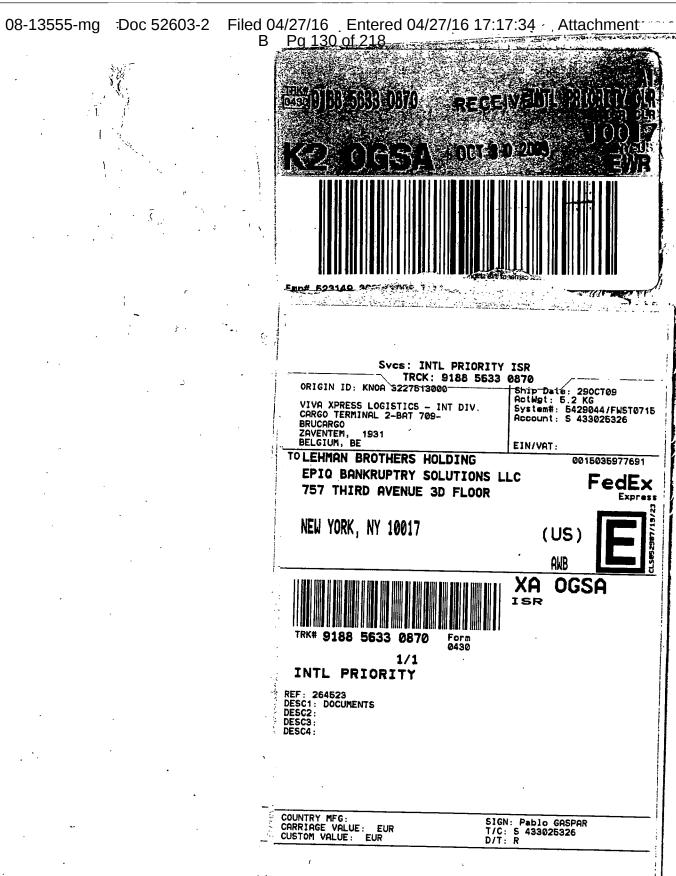
Mr/Mrs [de heer <mark>] mevron</mark>	m) Meier W.M.E.	
residing at [wonende te]_	Herdenhoud, Distellaan 18	
-	Herdenhoud, Distellaan 18 2111 BB Acadenhoud, Nederland	
OR [OF]	_	
The company /De venn	ootschap]	
	ice at [met maatschappelijke zetel te]	
Duly represented by M	Ar/Mrs [rechtsgeldig vertegenwoordigd door]	
In its capacity of [in zij	jn hoedanigheid van]	

Hereinafter referred to as the "Noteholder", [Hierna genoemd de "Noteholder"]

Expressly declares to be a holder of notes issued by Lehman Brothers Treasury Co BV, company incorporated pursuant to the laws of the Netherlands - now in bankruptcy, with registered office at 1077 ZX Amsterdam (the Netherlands), Strawinskylaan 3105 Atrium Building (7th floor), and guaranteed by Lehman Brothers Holdings Inc., a company incorporated pursuant to the laws of Delaware (U.S.A) - now under the protection of the Chapter XI of the US Bankruptcy Code, with registered office at 10019 New-York (USA), 745 Seventh Avenue, [Verklaart uitdrukkelijk Noteholder te zijn van door Lehman Brothers Treasury Co BV, vennootschap opgericht naar Nederlands recht - vennootschap in faling - met maatschappelijke zetel te 1077 ZX Amsterdam (Nederland), Strawinskylaan 3105 Atrium Building (7e verdieping), en gegarandeerd door Lehman Brothers Holdings Inc, een vennootschap opgericht naar het recht van Delaware (USA) - en onder bescherming van de Chapter 11 Bankruptcy code geplaatst, met maatschappelijke zetel te 10019 New York (USA), 745 Seventh Avenue]

Hereby appoints, with power of substitution, Deminor Nederland BV, with its registered office at NL-1077 ZX Amsterdam, Atrium Building, Strawinskylaan 3051, Nederland (hereinafter "Deminor"), [geeft hierbij een volmacht aan Deminor Nederland BV, met maatschappelijke zetel te NL-1077 ZX Amsterdam, Atrium Building, Strawinskylaan 3051, Nederland, (hierna genoemd "Deminor"), dewelke de mogelijkheid heeft om deze volmacht door te geven.]

To file in the name and on behalf of the Noteholder any and all claims in the framework of the insolvency proceedings of Lehman Brothers Treasury Co and/or Lehman Brothers Holdings Inc. in order to recover its losses suffered on its investment, and [om in naam en voor rekening van de Noteholder een schuldvordering in te dienen in het kader van de faillissementsprocedure tegen Lehman Brothers Treasury Co BV en/of Lehman Brothers Holding Inc teneinde de gelden te recuperen dewelke werden geïnvesteerd in de Notes]



The Montreel or Marsem Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the confract on the reverse.

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Lehman Brother		-	PR	ECURITIES PROGRAM OOF OF CLAIM	MS
Debtors.	s Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP (Jointly Administered)	P)	- Southern District of New York rothers Holdings Inc., El Al. 08-13555 (JMP) 0000060318	
based on Leh	rm may not be used t man Programs Securi hman-docket.com as	o file claims other thar ties as listed on of July 17, 2009	1 those	Y	
Name and addre Creditor)	ss of Creditor: (and name	and address where notices	should be sent if different from	Check this box to indicate that claim amends a previously filed of	
The Netherla	er 113 ETERINGEN ands		Notice address Deminor International S.C.R.L. Ed.Van Nieuwenhuyse Laan 6 bt.8 1160 Brussels Belgium	Court Claim Number:(If known) Filed on:	
	mber: ++32 2 674 71 10		Email Address: dcms@deminor.com		
Telephone numb		be sent (if different from ab	oove)	Check this box if you are awa anyone else has filed a proof of cl relating to your claim. Attach constatement giving particulars.	laim
Programs Securi and whether such dollars, using the you may attach a Amount of Clai This amount do other charges.	ties as of September 15, 2 h claim matured or became exchange rate as applica a schedule with the claim matured or became exchange rate as applicated as schedule with the claim mature. September 15, 2 h claim in the claim is september 15, 2 h claim in the claim in the claim is september 15, 2 h claim in the claim in the claim is september 15, 2 h claim in the claim in the claim is september 15, 2 h claim in the claim in the claim is september 15, 2 h claim in the claim in the claim is september 15, 2 h claim in the claim in the claim is september 15, 2 h claim in the claim in the claim in the claim is september 15, 2 h claim in the claim in the claim is september 15, 2 h claim in the claim in the claim is september 15, 2 h claim in the claim in the claim is september 15, 2 h claim in the claim in th	1008, whether you owned the fixed or liquidated before ble on September 15, 2008, amounts for each Lehman Fance: ECB; $1 \in -1,4151$ \$), at the creditor reserves the	ns Securities. Your claim amount mus ne Lehman Programs Securities on Septer or after September 15, 2008. The clath of you are filing this claim with resper Programs Security to which this claim the right to claim interest due on the programs in addition to the principal amo	tember 15, 2008 or acquired them ther im amount must be stated in United St. ct to more than one Lehman Programs relates. principal amount as of Sept. 15, 2008	reafter, ates Security,
2. Provide the In this claim with re which this claim	nternational Securities Ide espect to more than one L relates. ecurities Identification N	ntification Number (ISIN) the han Programs Security,	for each Lehman Programs Security to you may attach a schedule with the ISI 50078 ¹ XS0263715467 ² XS0276441	which this claim relates. If you are fil Ns for the Lehman Programs Securities	ling es to
appropriate (each your accounthold than one Lehmar Clearstream Banumber:	n, a "Blocking Number") der (i.e. the bank, broker of Programs Security, you on nk Blocking Number, Ed	for each Lehman Programs or other entity that holds suc may attach a schedule with	Electronic Reference Number, or oth Security for which you are filing a cla ch securities on your behalf). If you ar the Blocking Numbers for each Lehm Instruction Reference Number and (Required)	im. You must acquire a Blocking Nun e filing this claim with respect to more an Programs Security to which this cla	nber from e im relates.
you are filing this accountholder (i. numbers.	s claim. You must acquir e. the bank, broker or othe	e the relevant Clearstream I er entity that holds such sec	participant account number related to grank, Euroclear Bank or other deposite curities on your behalf). Beneficial holoository Participant Account Numbe	ory participant account number from years should not provide their personal	our
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consent to, and an disclose your idea	re deemed to have authori	zed, Euroclear Bank, Clear	stream Bank or other depository to the Debtors for the purpose of		
Date.	Signature: The person of the creditor or other p	erson authorized to file this	it. Sign and print name and title, if any s claim and state address and telephone Attach copy of power of attorney, if		
10/22/2009	Bernard Thuysbaert	Director	Deminor International S.C.R.L. Ed.Van Nieuwenhuyse Laan 6 bt.8 1160 Brussels, Belgium	EPIQ BANKRUPTCY SOLUTIONS, L	TC

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

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508-13555-mg Doc 52603-2 Filed 04/27/16 Entered 04/27/16 17:17:34 Attachment B Pg 134 of 218

POWER OF ATTORNEY/VOLMACHT

Mr/Mrs [de heer/meurono] CAJ VOLAFAS residing at [wonende te]
residing at [wonende te]———————————————————————————————————
The company [De vennootschap]
Duly represented by Mr/Mrs [rechtsgeldig vertegenwoordigd door]
In its capacity of [in zijn hoedanigheid van]

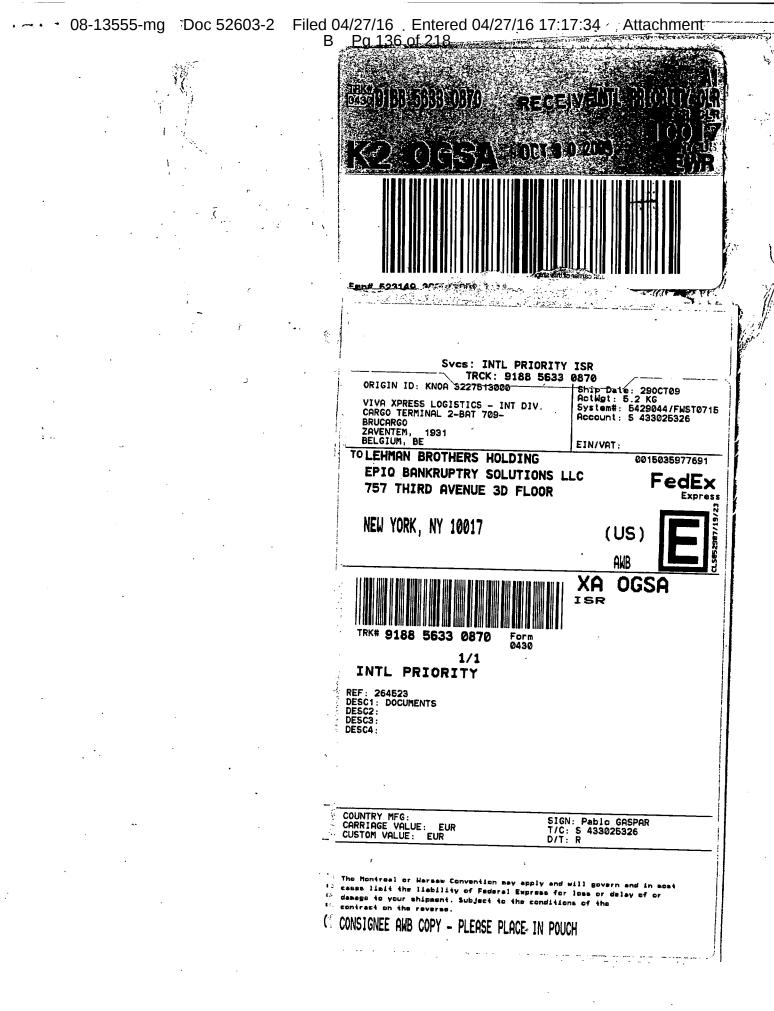
Hereinafter referred to as the "Noteholder", [Hierna genoemd de 'Noteholder"]

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Hereby appoints, with power of substitution, Deminor Nederland BV, with its registered office at NL-1077 ZX Amsterdam, Atrium Building, Strawinskylaan 3051, Nederland (hereinafter "Deminor"), [geeft hierbij een volmacht aan Deminor Nederland BV, met maatschappelijke zetel te NL-1077 ZX Amsterdam, Atrium Building, Strawinskylaan 3051, Nederland, (hierna genoemd "Deminor"), dewelke de mogelijkheid heeft om deze volmacht door te geven.]

To file in the name and on behalf of the Noteholder any and all claims in the framework of the insolvency proceedings of Lehman Brothers Treasury Co and/or Lehman Brothers Holdings Inc. in order to recover its losses suffered on its investment, and [om in naam en voor rekening van de Noteholder een schuldvordering in te dienen in het kader van de faillissementsprocedure tegen Lehman Brothers Treasury Co BV en/of Lehman Brothers Holding Inc teneinde de gelden te recuperen dewelke werden geïnvesteerd in de Notes]

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	necessary for the exec	t, sign any document and accomplish any formality, useful or ution of the present power of attorney. [om elke daad te stellen, elke formaliteiten te vervullen, nuttig of noodzakelijk in de uitvoering van deze
	This Power of Attorney naar Nederlands recht]	is subject to the laws of the Netherlands. [Deze volmacht is opgesteld
	This Power of	Attorney is signed on 24-9-200; in [de volmacht is getekend op [datum] in [plaats van tekenen].
	Signature [handtekening]: Name [naam]:	Aj Voldees



08-13	3555-mg	Doc 52603-2	Filed	04/27/16 B Pg 137	Entered 04/27/16 of 218	6 17:17:34	Attachment
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Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Chapter 11 Case No. 08-13555 (JMP)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.	
Debtors. (Jointly Administered)	08-13555 (JMP) 0000060485	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	ODE OILE	
Name and address of Creditor: (and name and address where notices should be Creditor) Privatbank IHAG Zürich AG	sent if different from Check this box to indicate that this claim amends a previously filed claim.	
Bleicherweg 18 CH - 8022 Zürich	Court Claim Number: (If known)	
Switzerland	Filed on:	
Telephone number: +4 44 265 133 Email Address: scn(at)pbi	hag.ch	
Name and address where payment should be sent (if different from above)	☐ Check this box if you are aware that	
JP Morgan Chase New York 270 Park Avenue	anyone else has filed a proof of claim relating to your claim. Attach copy of	
New York NY USA Telephone number: Email Address:	statement giving particulars.	
1. Provide the total amount of your claim based on Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman and whether such claim matured or became fixed or liquidated before or after S dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs S. Amount of Claim: \$ 38,869,207.88 (Required) Check this box if the amount of claim includes interest or other charges in 2. Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lehman Programs Security, you may a which this claim relates. International Securities Identification Number (ISIN): See attac 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic appropriate (each, a "Blocking Number") for each Lehman Programs Security from your accountholder (i.e. the bank, broker or other entity that holds such see than one Lehman Programs Security, you may attach a schedule with the Block relates.	Programs Securities on September 15, 2008 or acquired them thereafter, September 15, 2008. The claim amount must be stated in United States e filing this claim with respect to more than one Lehman Programs Security, Security to which this claim relates. A addition to the principal amount due on the Lehman Programs Securities. Lehman Programs Security to which this claim relates. If you are filing attach a schedule with the ISINs for the Lehman Programs Securities to hed list (Required) ic Reference Number, or other depository blocking reference number, as for which you are filing a claim. You must acquire a Blocking Number securities on your behalf). If you are filing this claim with respect to more	
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction number:	on Reference Number and or other depository blocking reference	
see attached list (Require	ed)	
4. Provide the Clearstream Bank, Euroclear Bank or other depository participar you are filing this claim. You must acquire the relevant Clearstream Bank, Eur accountholder (i.e. the bank, broker or other entity that holds such securities on numbers.	roclear Bank or other depository participant account number from your your behalf). Beneficial holders should not provide their personal account	
Accountholders Euroclear Bank, Clearstream Bank or Other Depository F see attached list (Required		
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Badisclose your identity and holdings of Lehman Programs Securities to the Debter reconciling claims and distributions.	ank or other depository to ors for the purpose of OCT 3 0 2009	
Date. Signature: The person filing this claim must sign it. Sign at of the creditor or other person authorized to file this claim ar number if different from the notice address above. Attach co	nd state address and telephone	
Penalty for presenting fraudplent claim: Fine of up to \$500,000 or in	nprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571	

Dr. Michael Cuber

EUR/USD

JSD/CHF

1.0347 1.4659 Middle rate as of 15th September 2008:

Claim in USD

38'869'207.88

Total Amount of

for Privatbank IHAG, Zurich, Switzerland **List of claim Lehman Securities Program**

4				Custodian	Custodian Blocking	
7:3 ISIN		Amount of Claim in USD Custodian	Custodian	Account No.:	Reference	Issuer
7:1 XS031	XS0311887250	3'921'283.00 Clearstream	Clearstream	31518	CA88149	Lehman Brothers Securities NV
6 XS025	XS0250113502	26'879'445.00 Clearstream	Clearstream	31518	CA89356	Lehman Brothers Treasury Bv
27/1 CH00:	СН0029197156	48'323.19 SIX SIS	SIX SIS	CH103162	6533452451120709	Lehman Brothers Treasury Bv
04/2 CH00:	СН0036891395	75'018.00 SIX SIS	SIX SIS	CH103162	2039822749120709	Lehman Brothers Securities NV
ed XS032	XS0323590199	4'832'318.55 Clearstream	Clearstream	31518	CA99692	Lehman Brothers Securities NV
nter 218 XS026	XS0267460359	28'993.91	28'993.91 Clearstream	31518	CA88224	Lehman Brothers Treasury Bv
ш <mark>ф</mark> <8032	XS0320322901	33'826.23	33'826.23 Clearstream	31518	CA88223	Lehman Brothers Securities NV
16 13 S035	2 xs0350507959	2'300'000.00 Clearstream	Clearstream	31518	CA88222	Lehman Brothers Treasury Bv
_	XS0292248977	750'000.00	750'000.00 Clearstream	31518	CA44113	Lehman Brothers Treasury Bv

Dr. Heinz Stadler Priyatbank IHAG Zürich AG Stv. Direktor Dr. Michael Gubser



Unterschriftenverzeichnis List of Signatures

April 2009

08-13555-mg Doc 52603-2 Filed 04/27/16 Entered 04/27/16 17:17:34 Attachment B Pg 141 of 218 Verwaltungsrat

Verwaltungsrat Board of Directors **Executive Board**

Gratian Anda

Präsident

Chairman

Dr. Heinz Stadler

Vorsitzender der Geschäftsleitung

Chief Executive Officer

Peter Bretscher

Mitglied

Member

Peter D. Rüegg

Stellvertretender Vorsitzender der Geschäftsleitung

Deputy Chief Executive Officer

Dr. Susanne Riess-Passer

Mitglied

Member

Jürg Bretscher Mitglied

Member

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Assistant Vice Presidents

	,		
Jean-Paul Aebischer	ry Mich	Susanna Schellenbaum M. Mullun	************
Adriano Bagnolo	Mr. P. Japan	Paul Schuler	/
Angelo Bianchera	p.p.a Diander	Cornelia Schweizer Ppa C. Sola	ب
Erwin Corpataux	in Soyur Sant O	Tobias Steiner	
Christa Derungs	ppa C. Darungo	René Untersander	/
Evangelos Giannoulas	PP E. Grune	Madeleine Wanner-Boner	lu
Christian Lang	# leng	Fernand Zurbriggen	7/
Christian Manetsch	partingol		
Karl Mettler	J.:////		
Monica Rohrer	1/2 la Dobre		
Pascale Nina Sameli	Bule.		

08-13555-mg Doc 52603-2 Handlungsbevollmächtigte Authorized Officers

Filed 04/27/16 Entered 04/27/16 17:17:34 Attachment B Pg 143 of 218

Andreas Bösch	i.V. Boal
Monique Gnädinger	1. V. M. Conty
Marlene Holdener	i.V. G. HoloCoze
Brigitte Kälin-Reding	W. B. Elm-Boling
Regula Bosch Nussba	iner iV. P.J. Mussbur
Sandra Michel	i.v. S. L'umel
Peter Niederberger	i.v. P. Ninderverger
Rosangela Pangari	i.V. B. Daugari
Laura Pascolin	i.V. James Sogar Pasalri
Monika Prinz	Tin

Andreas Ramon	i.v. e. Roin
Doris Renold	iv O. Broda
Patrizia Saxer Simone	i V. Placey limone
Jaqueline Stephan	I.V. Sephen
Patric Stocker	in Jung!
Janine Vannaz	i V 4 170

Allgemeine Bestimmungen

Zur verbindlichen Zeichnung namens der Privatbank IHAG Zürich AG bedarf es grundsätzlich der gemeinsamen Unterschrift von zwei zeichnungsberechtigten Personen.

Die Handlungsbevollmächtigten können nicht gemeinsam mit einem zweiten Handlungsbevollmächtigten rechtsverbindlich zeichnen, sondern nur gemeinsam mit einer der übrigen zeichnungsberechtigten Personen.

Die den Handlungsbevollmächtigten im Sinne von Art. 462 des Schweizerischen Obligationenrechts erteilte Vollmacht erstreckt sich auch auf das Eingehen von Wechselverbindlichkeiten (einschliesslich Bankchecks). Im Übrigen beschränkt sich das Zeichnungsrecht der Handlungsbevollmächtigten auf die gewöhnlich vorkommenden Bankgeschäfte.

General Remarks

In principle, only joint signatures by two persons who are authorized to sign constitute a binding signature on behalf of Privatbank IHAG Zürich AG.

The joint signatures of two authorized signatories do not constitute a legally binding signature. To make a bank signature binding, an authorized signatory must sign jointly with another person authorized to sign other than an authorized signatory.

The authority conferred upon authorized signatories pursuant to article 462 of the Swiss Federal Code of Obligations also includes the power to sign drafts, bills of exchange as well as banker's checks, etc. In all other cases, the authority to sign of authorized signatories is restricted to usual banking transactions.

Direktion Management

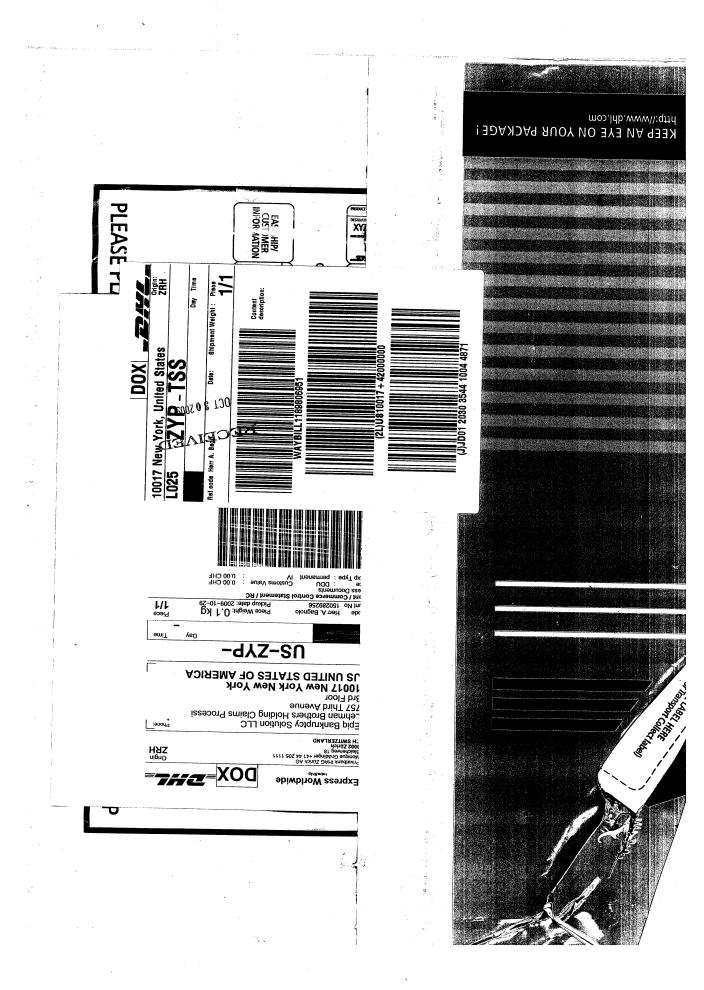
Vice President

Hanspeter Schudel Direktor Senior Vice President	Rolf Hälg Vizedirektor Vice President	F. X
Daniel Albisser Stellvertretender Direktor First Vice President	Daniel Kobler Vizedirektor Vice President	
Alice Fritz Stellvertretende Direktorin First Vice President	Christoph Kaufmann Vizedirektor Vice President	Ov. 1
Dr. Michael Gubser Stellvertretender Direktor First Vice President	Sandrine Koller Vizedirektorin Vice President	
Daniel Junker Stellvertretender Direktor First Vice President	Richard Ott Vizedirektor Vice President	Lich
Andreas Krattiger Stellvertretender Direktor First Vice President	Vera Quast Vizedirektorin Vice President	6
Aurel F. J. Lüthi Stellvertretender Direktor First Vice President	 Katharina Schär Vizedirektorin Vice President 	(IS
Adrian Nussbaumer Stellvertretender Direktor First Vice President	Michael Schiller Vizedirektor Vice President	h.
Jürg Ragaz Stellvertretender Direktor First Vice President	Marcel Spring Vizedirektor Vice President	1
Marco Sinkwitz Stellvertretender Direktor First Vice President	Bruno Springer Vizedirektor Vice President	S/M
Luca Angelastri Vizedirektor Vice President	Walter Wenger Vizedirektor Vice President	
Stefan Becker Vizedirektor Vice President	Matthias Wullschleger Vizedirektor Vice President	M. Wul
Per Classon Vizedirektor Vice President	-	
Urs Eberhard Vizedirektor Vice President Urs Eberhard Vizedirektor	haud	
Roger Egg Vizedirektor Vice President		
Marco Gerber Vizedirektor Vice Precident	<u>ح</u>	

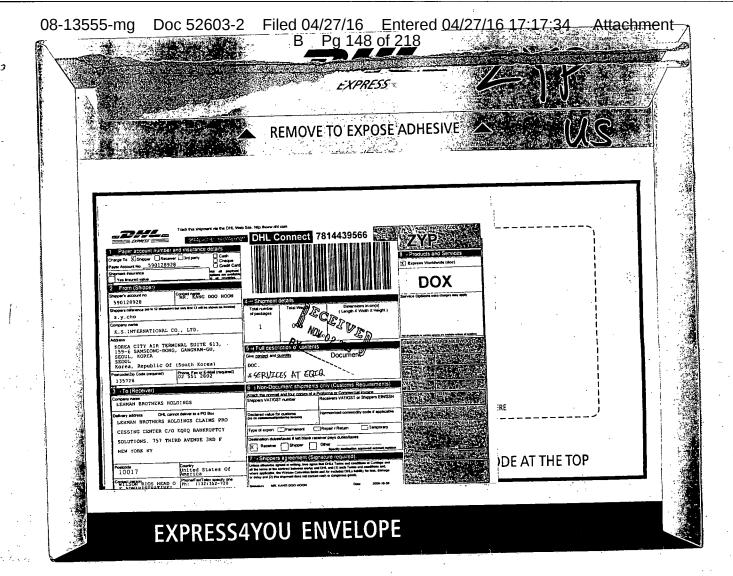
Privatbank IHAG Zürich AG Bleicherweg 18 Postfach CH-8022 Zürich

Telefon +41 44 205 11 11 Fax +41 44 205 12 85

info@pbihag.ch www.pbihag.ch



United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors. Chapter 1 I Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000060903
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	
Name and address of Creditor: (and name and address where notices should be Creditor) ASSET PLUS ENTERPRISES LIMITED RM.1617, BEVERLY CONMERCIAL CENTRE, 87-10. CHATHAM ROAD, TSIMSHATSUI, HONG KONG	claim amends a previously filed claim. Court Claim Number: (If known)
82-10-3235-2720 Email Address: peterk@k	sisteel. com Filed on:
Name and address where payment should be sent (if different from above) TO BENEFICIARY: ASSET PLUS ENTERPRISES L ACCOUNT NUMBER: 8023481211 BANK: FORTIS BANK HONG KONG BRANCH, HE Telephone number: 8210-3235-2120 Email Address: peterk & KS	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
1. Provide the total amount of your claim based on Lehman Programs Securities Programs Securities as of September 15, 2008, whether you owned the Lehman and whether such claim matured or became fixed or liquidated before or after St dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs S Amount of Claim: \$ 500,000,000 (Required)	Programs Securities on September 15, 2008 or acquired them thereafter, eptember 15, 2008. The claim amount must be stated in United States filing this claim with respect to more than one Lehman Programs Security, security to which this claim relates.
 Check this box if the amount of claim includes interest or other charges in Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lehman Programs Security, you may a which this claim relates. 	Lehman Programs Security to which this claim relates. If you are filing ttach a schedule with the ISINs for the Lehman Programs Securities to
International Securities Identification Number (ISIN): XS03368	567689 (Required)
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic appropriate (each, a "Blocking Number") for each Lehman Programs Security for your accountholder (i.e. the bank, broker or other entity that holds such section one Lehman Programs Security, you may attach a schedule with the Blocki relates.	or which you are filing a claim. You must acquire a Blocking Number curities on your behalf). If you are filing this claim with respect to more
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instructionumber: 9524965	
(Require	
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant you are filing this claim. You must acquire the relevant Clearstream Bank, Eurocaccountholder (i.e. the bank, broker or other entity that holds such securities on numbers.	clear Bank or other depository participant account number from your
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Pa	articipant Account Number: 27770
(Required	
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank disclose your identity and holdings of Lehman Programs Securities to the Debtor reconciling claims and distributions.	nk or other depository to rs for the purpose of
Signature: The person filing this claim must sign it. Sign and of the creditor or other person authorized to file this claim and number if different from the notice address above. Attach cop any. When the person filing this claim must sign it. Sign and of the creditor or other person authorized to file this claim and number if different from the notice address above. Attach cop any.	state address and telephone y of power of attorney, if
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imp	prisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571



United States Bankrupter Cours Southern District of New York led 04/27/16 Pa 14 **LEHMAN SECURITIES PROGRAMS** Lehman Brothers Holdings Claims Processing Center Lo Epig Bankruptcy Solutions, LLC PROOF OF CLAIM FDR Station, P.O. Box 5076 New York, NY 10150-5076 Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. In Re: Chapter 11 0000062818 Case No. 08-13555 (JMP) 08-13555 (JMP) Lehman Brothers Holdings Inc., et al., (Jointly Administered) Debtors. Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on htlp://www.lehmandocket.com as of July 17. 2009 Name and address of Creditor (and name and address where rotices should be sent if different from Check this box to indicate that this Creditor) claim amends a previously filed claim. Värde Investment Partners, L.P. Court Claim Number: c/o Brown Rudnick LLP (If known)Seven Times Square New York, NY 10036 Filed on: Attn: Howard Steel, Esq. Telephone number: 212.209.4800 Email Address: hsteel@brownrudnick.com Name and address where payment should be sent (if different from above) Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Värde Management, L.P. (agent for Värde Investment Partners, L.P.) Attach copy of statement giving particulars. 8500 Normandale Lake Blvd, Suite 1500 Minneapolis, MN 55437 Attn: Liquid Operations / Operations@varde.com / 952.374.5122 Attn: Scott Hartman / shartman@varde.com / 952.820.1160 Telephone number: (provided above) Email Address: (provided above) Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before orafter September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ See Exhibit A, attached (Required) Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): See Schedule 1, attached Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holdssuch securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this daim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: See Schedule 1, attached (Required) Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holdssuch securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: See Schedule 1, attached (Required) FOR COURT USE ONLY Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of FILED / RECEIVED reconciling claims and distributions. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of Date. the creditor or other person authorized to file this claim and state address and telephone NOV 0 2 2009 number if different from the notice address above. Attach copy of power of attorney, if any. Nathah J. Geske EPIQ BANKRUPTCY SOLUTIONS, LLC Vice President (see payment add/len above)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571 Vice President

EXHIBIT A

ADDENDUM TO PROOF OF CLAIM OF VÄRDE INVESTMENT PARTNERS, L.P.

- 1. This Proof of Claim is, and shall be deemed to be, filed, submitted and asserted by Värde Investment Partners, L.P. ("<u>Värde</u>") against Lehman Brothers Holdings Inc. ("<u>LBHI</u>") and its affiliates, as debtors and debtors-in-possession (collectively, the "<u>Debtors</u>") in each of their respective chapter 11 cases. Värde is filing this Proof of Claim in order to set forth the claims of Värde relating to "Lehman Programs Securities" against LBHI and the Debtors, as more fully described below.
- 2. Värde is a noteholder in several notes series issued by Lehman Brothers Treasury Co. B.V. ("<u>LBT</u>") and LBHI (collectively, the "<u>Notes</u>"), and is also a holder of certificates issued by Lehman Brothers Securities N.V. ("<u>LBS</u>") and LBT (collectively, the "<u>Certificates</u>"), as more fully described on the attached <u>Schedule 1</u>.
- 3. Värde asserts this claim against LBHI for any and all prepetition and postpetition amounts and liabilities in respect of the Notes, Certificates and any other documents related thereto, including, without limitation, any and all principal, premiums, interest, additional interest, periodic payments, coupon payments, fees, costs, expenses, attorneys' and professionals' fees and disbursements, any final redemption amounts, automatic redemption amounts, cash settlement amounts, physical settlement amounts, fractional share amounts, cancellation amounts, early redemption amounts, any other amounts owed, and any and all indemnification obligations owed under the Notes and Certificates (as applicable), and to the extent allowed by law.
- 4. Pursuant to that certain Unanimous Written Consent of the Executive Committee of the Board of Directors of LBHI, dated June 9, 2005 (the "2005 Guarantee"), a copy of which

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is attached hereto as Exhibit B, LBHI has guaranteed the payment of all liabilities, obligations and commitments of certain subsidiaries, including LBT and LBS. Pursuant to that certain Guarantee Agreement in respect of LBT, dated July 24, 2008 (the "2008 Guarantee"), a copy of which is attached hereto as Exhibit C, LBHI unconditionally and irrevocably guaranteed the performance of all of LBT's obligations in the Notes, including, without limitation, the payment of principal and interest, together with all other sums payable by LBT under the Notes. The 2008 Guarantee extends to the ultimate balance of the Notes notwithstanding any settlement of accounts, or other matter whatsoever, and remains in full force and effect until all obligations have been irrevocably paid and satisfied in full. Värde thus asserts its claim with respect to the Notes and Certificates against LBHI on the basis of the 2005 Guarantee, the 2008 Guarantee, and any other guarantees, contractual or otherwise, by LBHI for the benefit of LBT and LBS.

- 5. As certain of the damages described above are contingent, unliquidated and likely to continue, the exact amount of Värde's total claim as set forth herein is unknown at this time. Värde reserves the right to amend or supplement this Proof of Claim, and any schedule or exhibit attached hereto, as it may deem necessary and proper.
- 6. Värde reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Värde by LBHI and the Debtors, including, without limitation, any rights of setoff and/or recoupment not expressly observed above. Värde reserves the right to file additional proofs of claim for additional claims which may be based on the same or additional documents. Värde reserves the right to file additional proofs of claim for administrative expenses or other claims entitled to priority. Värde reserves the right to file claims for the payment of interest (subject to applicable law) and for the reimbursement of all reasonable expenses (including attorneys' fees and

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collection fees) incurred by Värde in connection with the claims described herein. Värde further reserves all of its rights as against the other debtors in these Chapter 11 proceedings and against other Lehman entities in any other Lehman proceeding in the United States or overseas.

7. This Proof of Claim is filed under the compulsion of the bar date set in this case and is filed to protect Värde from forfeiture of its claim by reason of said bar date. The filing of this Proof of Claim shall not constitute: (a) a waiver, release, or limitation of Värde's rights against any person, entity or property (including, without limitation, LBHI or any other person or entity that is or may become a debtor in a case pending in this Court) in which Värde has a security interest or lien, (b) a consent by Värde to the jurisdiction or venue of this Court or any other court with respect to the proceedings, if any, commenced in any case against or otherwise involving Värde with respect to the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in these cases against or otherwise involving Värde, (c) a waiver, release, or limitation of the right of Värde to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution, (d) a consent by Värde to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise, (e) a waiver, release, or limitation of Värde's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge, (f) a waiver of the right to move to withdraw the reference with respect to the subject 08-13555-mg Doc 52603-2 Filed 04/27/16 Entered 04/27/16 17:17:34 Attachment B Pg 153 of 218

matter of this claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Värde, (g) a consent to the termination of LBHI's liability to Värde by any particular court, including, without limitation, this Court, (h) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c), or (i) an election of remedies. No judgment has been rendered on this claim. This claim is not subject to any setoff or counterclaim rights by LBHI.

- 8. Copies of any documents that underlie or evidence the obligations of LBHI, the Debtors, and any issuer to Värde that are not attached hereto are available upon written request to Värde.
- 9. All notices and distributions in respect of this claim should be forwarded to: Värde Investment Partners, L.P. c/o Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Howard S. Steel, Esq.

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SCHEDULE 1

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			Account	USD Claim	Issued	The Värde	Fund V-B,	Fund VI-A,	Fund VII-B,	The Värde	The Varde	The Pard O	(Offshore)	Investment	Total For All	The Värde			Fund VII-B,			Fund IX-A	Partners (Offshore)	Investment		
ISIN	Issuer	Depository Institution	Number	Amount	Currency	Fund, L.P.	L.P.	L.P.	L.P.	Fund VIII, L.P.				Partners, L.P.	Värde Funds	Fund, L.P.	L.P.	L.P.	L.P.	L.P.	I.P.	I P	Master, I.P.	Partners,	Check	Date Ad
ANN521331671	LB Securities NV	Euroclear	92892	Coolingers.	EUR		25,000		5,000	310,000	1,080,000	125,000	145,000	180,000	1.870.000	n/a	6057775	n/a	6057776	6057777	6057778	6057774	6057779	6057780	Cneck Y	10/22/
ANN5214A6737	LB Securities NV	Euroclear	92892	Contingent	EUR	-	2,000		1,000	45,000	246,000	30,000	39,000	37,000	400,000	n/a	6058485	n/a	6058482	6058488	6058484	6058486	6058487	6058481	÷	10/22/
ANN5214A6810	LB Securities NV	Euroclear	92892	Continuent	USD	-	3,000	-	2,000	63,000	344,000	42,000	54,000	52,000	560,000	n/a	6055008	n/a	6055004	6055003	6055005	6055009	6055010	6055002	×	10/22/
ANN5214R4865	LB Securities NV	Euroclear	92892	Contragent 2	USD	-	2,000	-	1,000	39,000	215,000	26,000	34,000	33,000	350,000	n/a	6055118	n/a	6055119	6055120	6055121	6055117	6055122	6055123	x	10/22/
ANN5214R4949 ANN5214R5029	LB Securities NV LB Securities NV	Euroclear	92892	SALIDA SALE	EUR	-	-	-	-	6,000	31,000	4,000	5,000	4,000	50,000	n/a	n/a	n/a	n/a	6057740	6057741	6057742	6057743	6057739	x	10/22,
ANN5214R5029 ANN5214R5102	LB Securities NV	Euroclear Euroclear	92892 92898	Continuent.	USD	-	5,000	-	2,000	94,000	512,000	63,000	81,000	78,000	835,000	n/a	6052865	n/a	6052866	6052868	6052869	6052864	6052870	6052871	×	10/21
ANN5214R5771	LB Securities NV	Euroclear	92898		EUR		5,000	-	2,000	89,000	485,000	59,000	77,000	73,000	790,000	n/a	6055567	n/a	6055565	6055564	6055566	6055568	6055569	6055563	×	10/22
CA524908PR55	LB Holdings Inc	Euroclear	92892	2000	CAD	1 051 000	1,000			17,000	92,000	11,000	15,000	14,000	150,000	n/a	6054458	n/a	n/a	6054456	6054457	6054459	6054495	6054455	×	10/21
CH0027120606	LB Treasury BV	SIS SegainterSettle AG	20.171021	Sent manning	CHE	1,051,000	596,000		221,000	5,296,000	10,544,000	2,205,000	882,000	2,205,000	23,000,000	6052884	6052885	n/a	6052886	6052887	6052888	6052896	6052892	6052896	×	10/22
C110027120808	LB ireasury by	313 SegainterSettle AG	20.171021		CHF		63,000	-	28,000	1,165,000	5,802,000	797,000	1,898,000	1,784,000	11,537,000		:SEME//570		:SEME//357					:SEME//036	×	10/23
														1	4	1	4071712162		7540312162				1063358152	1063358152		
CH0027120796	LB Treasury BV	Euroclear	92892		CHF		16,000		7.000	294.000	1.464.000	201,000	479,000	450,000	3 000 000	n/a	310		310	310	310	310	310	310		
CH0027120895	LB Securities NV	Furoclear	92892	September 1	EUR		12,000	•	5,000	215,000	1,464,000	143.000	185.000	178,000	2,911,000	n/a n/a	6053008 6058519	n/a	6053009	6053011	6053012	6053006	6053013	6053014	x	10/22
CH0043088647	LB Treasury BV	Euroclear	92892	Supplied in	EUR	35,000	3,000	20,000	3,000	74.000	377.000	52,000	24,000	62,000	650,000	n/a 6042656	6058519 6042652	n/a	6058520	6058521	6058522	6058518	6058523	6058524	×	10/22
CH0043088654	LB Treasury BV	Euroclear	92892	77.44	USD	54,000	5,000	30,000	5,000	114,000	581,000	80,000	36,000	95,000	1,000,000		6042652	6042653	6042654	6042655	6042657	6042649	6042658	6042659	×	10/2
XS0203783526	LB Treasury BV	Euroclear	92892	Contains	USD	34,000	11,000	30,000	4,000	189,000	952,000	129.000	162,000	153,000	1,600,000	6043211 n/a	6050532	6043208	6043209	6043210	6043212	6043206	6043213	6043214	×	10/20
XS0210414750	LB Holdings Inc	Euroclear	92892	(Salface)	GBP		680,000		311.000	9.696.000	14.014.000	2.096.000	1.333,000	2,959,000	31,089,000	n/a n/a	6050532	n/a n/a	6050527 6050941	6050528 6050942	6050529 6050943	6050531 6050939	6050535 6050944	6050536	×	10/2
X50230522962	LB Treasury BV	Euroclear	92892	Continger	EUR		31,000		14.000	572,000	3.311.000	403.000	247.000	502,000	5,080,000	1/2	6030388	n/a n/a	6030389	6030391	6030392	6050939	6050944	6050945	x	10/2
XS0238337439	LB Treasury BV	Euroclear	92892	Contingent	EUR	-	16,000		4,000	213,000	798.000	94.000	41,000	123,000	1,289,000	n/a	6055643	n/a n/a	6055644	6055645	6055646	6055642	6030394	6030395	X 	10/1
XS0254946287	LB Treasury BV	Euroclear	92892	Continuent	EUR	500,000	250,000	-		4.505,000	30.285.000	4.162.000	2,846,000	7,452,000	50,000,000	6043076	6043074	n/a	n/a	6043073	6043071	6043070	6043068	6043066	×	10/2
XS0256257907	LB Treasury BV	Euroclear	92892	Contingent	USD	200,000		200,000		2,714,000	11,218,000	1,480,000	1,204,000	2,984,000	20,000,000	6054463	n/a	6054461	n/a	6054462	6054464	6054460	6054465	6054466	*	10/2
XS0268576609	LB Treasury BV	Euroclear	92892	Contingent	CHF	-	21,000		5,000	274,000	1,027,000	121,000	52,000	158,000	1.658.000	n/a	6055653	n/a	6055654	6055655	6055656	6055652	6055658	6055657	*	10/2
XS0269969027	LB Treasury BV	Euroclear	92898	Contracent i	EUR	-	16,000	-	4,000	206,000	773,000	91,000	39,000	119,000	1,248,000	n/a	6055666	n/a	6055667	6055668	6055669	6055665	6055671	6055672		10/2
XS0274087294	LB Treasury BV	Euroclear	92892	Contingent.	GBP		126,000		29,000	1,653,000	6,196,000	728,000	316,000	952,000	10,000,000	n/a	6055630	n/a	6055631	6055632	6055633	6055629	6055634	6055635	Ĵ	10/2
XS0275908456	LB Treasury BV	Euroclear	92892	Contingent	USD	20,000	-	20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6055325	n/a	6055324	6055326	6055327	6055328	6055329	6055330	6055331	î	10/2
XS0276282737	LB Treasury BV	Euroclear	92892	Contingent	USD	20,000		20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6057791	n/a	6057792	6057793	6057794	6057795	6057796	6057797	6057798	, v	10/2
XS0278671382	LB Treasury BV	Euroclear	92892	Contingent	USD	30,000	-	30,000	15,000	406,000	1,664,000	229,000	191,000	435,000	3,000,000	6054500	n/a	6054497	6054498	6054499	6054501	6054496	6054502	6054503	x	10/2
XS0279295595	LB Treasury BV	Euroclear	92898	Contingent	USD	20,000		20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6053857	n/a	6053873	6053861	6053863	6053865	6053868	6053870	6053872	×	10/22
X50279612823 X50280371989	LB Treasury BV	Euroclear	92898	Contingent	EUR		31,000		14,000	563,000	3,200,000	337,000	437,000	418,000	5,000,000	n/a	6055606	n/a	6055607	6055608	6055609	6055610	6055611	6055612	x	10/2
XS0280371989 XS0280372367	LB Treasury BV LB Treasury BV	Euroclear Euroclear	92892 92898	Contingent	USD	20,000	•	20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6054797	n/a	6054790	6054798	6054791	6054792	6054793	6054795	6054796	×	10/21
XS0280981035	LB Treasury BV	Euroclear	92898	ASSETTION CONTRACTOR	USD	20,000		20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6053944	n/a	6053948	6053951	6053955	6053958	6053960	6053963	6053965	×	10/22
X50281219385	LB Treasury BV	Euroclear	92892		USD	20,000		20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6053646	n/a	6053687	6053648	6053650	6053651	6053652	6053662	6053672	×	10/21
XS0282871358	LB Treasury BV	Euroclear	92892		USD	20,000	•	20,000	10,000 10.000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6050487	n/a	6050489	6050491	6050490	6050492	6050493	6050494	6050488	×	10/21
XS0283228368	LB Securities NV	Euroclear	92892		USD	20,000	13,000	20,000	6.000	271,000 238,000	1,109,000	153,000 162,000	127,000 205,000	290,000 193,000	2,000,000	6051706	n/a	6051710	6051707	6051712	6051714	6051715	6051716	6051717	×	10/20
XS0283818671	LB Treasury BV	Euroclear	92892		USD	20.000	13,000	20,000	10,000	271,000	1,109,000	153,000	127.000	290,000	2,000,000	n/a 6041181	6053779	n/2 6041179	6053780	6053781	6053782	6053778	6053784	6053785	×	10/22
XS0283819562	LB Treasury BV	Euroclear	92892	Confirment	USD	20,000		20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6041181	n/a n/a	6041179	6041178 6041187	6041177	6041176	6041175	6041174	6041180	×	10/19
XS0285639141	LB Treasury BV	Euroclear	92892	Continuent	USD	20.000	-	20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6050175	n/a	6050177	6050173	6041186	6041185 6050176	6041184 6050171	6041183	6041182	×	10/19
XS0286406177	LB Treasury BV	Euroclear	92892	Contingent	USD	20,000		20,000	10,000	271.000	1.109.000	153,000	127,000	290,000	2,000,000	6055407	n/a	6055414	6055408	6050174 6055409	6055410		6050177	6050178	×	10/22
XS0287900152	LB Treasury BV	Euroclear	92892	Contingent.	USD	25,000		25,000	13,000	338,000	1,387,000	191,000	159,000	362,000	2,500,000	6055491	n/a	6055496	6055497	6055409	6055410	6055411 6055495	6055412 6055493	6055413 6055494	×	10/21
XS0290440667	LB Treasury BV	Euroclear	92898	Lonthaunt	USD	20,000		20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6055152	n/a	6055143	6055145	6055149	6055153	6055137	6055154	6055494	x x	10/21
XS0299141332	LB Holdings Inc	Euroclear	92892	Canthearn	GBP		790,000		383,000	11,544,000	16,945,000	3,317,000	1,716,000	3,605,000	38,300,000	n/a	6050891	n/a	6050892	6050893	6050894	6050895	6050896	6050897	X X	10/27
X50320031684	LB Treasury BV	Euroclear	92892	Contingent	USD	20,000		20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6055512	n/a	6055509	6055510	6055511	6055513	6055508	6055514	6055515	Ŷ	10/20
X50334788360	LB Treasury BV	Euroclear	92892	Contingent	EUR	-	66,000		30,000	1,224,000	5,789,000	795,000	1,235,000	1,161,000	10,300,000	n/a	6051962	n/a	6051963	6051964	6051965	6051961	6051966	6051967	Ŷ	10/22
XS0335528666	LB Treasury BV	Euroclear	92892	Contingent.	EUR	70,000	31,000	-	14,000	288,000	3,143,000	432,000	409,000	468,000	4,855,000	6054440	6054437	n/a	6054438	6054439	6054441	6054436	6054442	6054443	x x	10/27
XS0336050058	LB Treasury BV	Euroclear	92892	Contragent	USD	30,000	-	30,000	15,000	406,000	1,664,000	229,000	191,000	435,000	3,000,000	6055375	n/a	6055362	6055363	6055365	6055369	6055372	6055376	6055377	×	10/22
XS0337637515 XS0342422838	LB Securities NV	Euroclear	92892	Contingent	CHF		9,000		4,000	168,000	792,000	109,000	169,000	159,000	1,410,000	n/a	6047996	n/a	6047997	6047998	6047999	6047995	6048000	6048002	 X	10/20
X50342422838 X50342751905	LB Treasury BV	Euroclear	92892	Contingent.	USD	30,000		30,000	15,000	406,000	1,664,000	229,000	191,000	435,000	3,000,000	6052051	n/a	6052052	6052053	6052054	6052055	6052056	6052057	6052058	х	10/2
XS0342751905 XS0343668967	LB Treasury BV LB Securities NV	Euroclear	92898		USD		33,000		15,000	590,000	3,250,000	312,000	516,000	534,000	5,250,000	n/a	6056143	n/a	6056144	6056145	6056146	6056142	6056147	6056148	×	10/2
XSU343668967 XSO344485312	LB Treasury BV	Euroclear Euroclear	92892 B	All All	USD	133,000	12,000	75,000	12,000	284,000	1,440,000	198,000	90,000	236,000	2,480,000	6053105	6053108	6053107	6053106	6053110	6053109	6053111	6058532	6053112	×	10/22
CS0345813397	LB Treasury BV	Euroclear	92892	CONTRACTOR	USD	20,000		30,000	15,000	406,000	1,664,000	229,000	191,000	435,000	3,000,000	6053693	n/a	6053694	6053695	6053696	6053697	6053698	6053699	6053700	x	10/2
50353676082	LB Treasury BV	Euroclear	92892	3 to 100 to	CHF	20,000	8,000	20,000	10,000 4,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6055419	n/a	6055420	6055421	6055422	6055426	6055427	6055428	6055429	×	10/2
50361670762	LB Treasury BV	Euroclear	92892	September 1	USD	30,000	8,000	30,000	4,000 15,000	151,000 406,000	754,000	104,000	247,000	232,000	1,500,000	n/a	6055239	n/a	6055241	6055242	6055230	6055232	6055231	6055238	x	10/2
KS0362181421	LB Treasury BV	Euroclear	92892		USD	20,000	-	20,000	10,000		1,664,000	229,000	191,000	435,000	3,000,000	6054397	n/a	6054398	6054399	6054400	6054401	6054402	6054421	6054403	×	10/2
KS0362467150	LB Holdings Inc	Euroclear	92892		GBP	20,000	310,000	20,000	,	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6055447	n/a	6055448	6055449	6055450	6055451	6055452	6055453	6055457	x	10/2
(\$0362646597	LB Treasury BV	Euroclear	92892	Supplement of	USD	20.000	310,000	20.000	113,000 10,000	2,975,000 271,000	5,541,000 1,109,000	857,000 153,000	374,000	1,130,000	11,300,000	n/a	6055168	n/a	6055169	6055170	6055172	6055174	6055175	6055176	×	10/2
X50366668381	LB Treasury BV	Euroclear	92898	CONTRACTOR !	USD	25,000		25,000	13,000	338,000	1,387,000	153,000	127,000 159,000	290,000 362,000	2,000,000	6054079	n/a	6054080	6054081	6054082	6054083	6054084	6054085	6054086	×	10/22
XS0375027074	LB Treasury BV	Euroclear	92892		USD	30,000	-	30,000	15,000	406,000	1,664,000	191,000 229,000	159,000 191,000	362,000 435,000	3,000,000	6055248	n/a	6055249	6055250	6055251	6055252	6055253	6055345	6055346	×	10/22
XS0381884617	LB Treasury BV	Euroclear	92892		USD	20,000	- :	20,000	10,000	271,000	1,109,000	153,000	191,000	290,000	2,000,000	6053761	n/a	6053762	6053763	6053764	6053765	6053766	6053767	6053768	x	10/22
X50381884963	LB Treasury BV	Euroclear	92892		USD	20,000		20,000	10,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	6053139	n/a n/a	6053140 6055586	6053141	6053142	6053143	6053144	6053145	6053146	×	10/22
																			6055587	6055588	6055589	6055590	6055591	6055592		10/2

61 61

EXHIBIT B

2005 GUARANTEE

UNANIMOUS WRITTEN CONSENT OF THE

EXECUTIVE COMMITTEE OF THE

BOARD OF DIRECTORS OF

LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT.

08-13555-mg Doc 52603-2 Filed 04/27/16 Entered 04/27/16 17:17:34 Attachment B Pg 158 of 218

06-09-05 11:31 JDM INVESTMENTS

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RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, <u>provided</u> that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date bareof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto:

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being suthorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegae thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive swidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

Dichard & Buld To

John D. Macomber

06/08/2005 15:41

LEHMAN → 916467582653

NO.504 **P0**3

Schedule A to LBHI Unanimous Written Consent dated June 9, 2005

	Name of Subsidiary	issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4,	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

EXHIBIT C

2008 GUARANTEE

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C L I F F O R D C H A N C F

CLIFFORD CHANCE LLP

EXECUTION COPY

LEHMAN BROTHERS HOLDINGS INC. LEHMAN BROTHERS TREASURY CO. B.V. LEHMAN BROTHERS BANKHAUS AG

U.S.\$100,000,000,000 EURO MEDIUM-TERM NOTE PROGRAM

Unconditionally and irrevocably guaranteed, as to Notes to be issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG, by

LEHMAN BROTHERS HOLDINGS INC.

GUARANTEE AGREEMENT

in respect of

LEHMAN BROTHERS TREASURY CO. B.V.

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THIS GUARANTEE AGREEMENT is made as of 24 July 2008

BY

(1) LEHMAN BROTHERS HOLDINGS INC. (the "Guarantor")

IN FAVOUR OF

- (2) HOLDERS (as defined below); and
- (3) THE ACCOUNTHOLDERS (as defined below);

WHEREAS

LEHMAN BROTHERS HOLDINGS INC., LEHMAN BROTHERS TREASURY (A) CO. B.V. and LEHMAN BROTHERS BANKHAUS AG (each an "Issuer" and together the "Issuers") have established a Program (the "Program") for the issuance of medium-term notes (the "Notes"). In connection with the Program the Issuers have entered into an Amended and Restated Fiscal Agency Agreement dated 24 July 2008 (as supplemented and amended from time to time, the "Fiscal Agency Agreement") with the Bank of New York Mellon, acting through its London Branch, as Fiscal Agent, the Bank of New York Mellon, acting through its New York Branch, as Registrar and the other parties referred to therein. Notes in bearer form may be represented initially by (in the case of Issuers other than Lehman Brothers Holdings Inc.) a permanent global Note (the "Permanent Global Note") or by a temporary global Note (the "Temporary Global Note") exchangeable in accordance with its terms for a Permanent Global Note or, as the case may be, definitive notes in bearer form ("Definitive Notes") and/or registered Notes ("Registered Notes") represented by definitive Notes in registered form ("Definitive Registered Notes"), global Notes in registered form ("Global Registered Notes") or Notes in registered uncertified form. Permanent Global Notes are, in accordance with their respective terms, exchangeable for Definitive Notes. Registered Notes may be represented initially by Definitive Registered Notes and/or Global Registered Notes. Global Registered Notes, are themselves exchangeable, in accordance with their terms, for Definitive Registered Notes. References herein to "Global Notes" shall be to Permanent Global Notes, Temporary Global Notes and Global Registered Notes. A Global Note will be delivered to a depositary or a common depositary or a common safekeeper or a custodian, as the case may be, for any one or more of the Clearing Systems (as defined below) for credit to such securities clearing (or any other) account or accounts with any Clearing System as may be determined by the terms and conditions and operating procedures or management regulations of the relevant Clearing System with its respective participants and/or accountholders. Notes denominated in Australian dollars may be issued in the domestic Australian capital markets ("Australian Domestic Notes") and Notes denominated in New Zealand dollars that may be cleared through the Austraclear New Zealand System ("New Zealand Domestic Notes") may be issued by Lehman Brothers Treasury Co. B.V. ("LBTCBV"), in each case pursuant to a deed poll to be executed by LBTCBV (the "Deed Poll"), and such Australian Domestic Notes and New Zealand Domestic Notes will be issued in registered, uncertificated and dematerialised book-entry form and take the form of entries on a register to be

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- maintained by an Australian or New Zealand registrar, as applicable, to be appointed by LBTCBV.
- (B) The Guaranter has agreed to guarantee irrevocably the payment of principal and interest together with all other sums payable by LBTCBV under the Notes issued by LBTCBV (the "Guaranteed Issuer") and to guarantee irrevocably the performance by the Guaranteed Issuer of its obligations under the Deed of Covenant, dated 24 July 2008, by the Guaranteed Issuer in favour of the parties identified therein (as supplemented, amended or replaced from time to time, the "Deed of Covenant") and the performance by the Guaranteed Issuer of its obligations under the Deed Poll.

NOW THIS GUARANTEE WITNESSES as follows:

1. **DEFINITIONS**

- 1.1 In this Guarantee the following words and expressions shall have the following meanings:
 - "Accountholder" shall bear the meaning ascribed thereto in the Deed of Covenant in respect of Guaranteed Notes;
 - "Clearing System" means each of Euroclear, Clearstream, Luxembourg, DTC and any other clearing system specified in the relevant Final Terms;
 - "Conditions" means the terms and conditions of the relevant Notes, as the same may be modified or supplemented in accordance with the terms thereof, and any reference to a numbered "Condition" is to the correspondingly numbered provision thereof;
 - "DTC" means The Depositary Trust Company;
 - "Guaranteed Note" shall mean a Note issued by the Guaranteed Issuer (including an Australian Domestic Note and a New Zealand Domestic Note) and shall include any related Coupon, Talon or Receipt;
 - "Holder" shall bear the meaning ascribed thereto in the Conditions, in respect of any Guaranteed Note;
 - "Relevant Date" means either (i) the date on which payment of the relevant Note first becomes due or (ii) if the full amount of the moneys payable has not been received by the Fiscal Agent (or any other paying agent in respect of the relevant Note) on or prior to such due date, the date on which all moneys then due for payment shall have been so received and notice to that effect shall have been duly given to the Holders or Accountholders; and
 - "this Guarantee" shall mean this Guarantee Agreement as amended or supplemented from time to time.
- 1.2 Headings used in this Guarantee are for each of reference only and shall not affect its construction.
- 1.3 Unless otherwise defined herein, terms defined in the Conditions have the same respective meanings when used in this Guarantee.

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2. GUARANTEE

- 2.1 The Guarantor hereby irrevocably and unconditionally guarantees to the Holders and the Accountholders the performance by the Guaranteed Issuer of all its obligations pursuant to the Conditions of the Notes including without limitation:
 - (a) the due and punctual payment of each amount payable in respect of any Guaranteed Note, the Deed of Covenant and the Deed Poll as and when the same become due and payable; and
 - (b) any obligation to deliver or procure the delivery of any securities pursuant to such Conditions,

so that the Guarantor shall, if the Guaranteed Issuer shall fail punctually to perform any such obligation forthwith perform or procure the performance of the obligation in accordance with the applicable Conditions upon written demand by such Holder or Accountholder including (without limitation) the due and punctual payment of any such amount in the manner and currency prescribed by such Guaranteed Note which the Guaranteed Issuer shall be liable to pay under and pursuant to such Guaranteed Note, the Deed of Covenant or the Deed Poll or the delivery of any securities pursuant to such Conditions and which the Guaranteed Issuer shall have failed to pay or deliver (as the case may be) at the time such demand is made.

- 2.2 This Guarantee is one of payment and not collection. The Guarantor acknowledges that its obligations hereunder are several and independent obligations of the Guaranteed Issuer and that the Guarantor shall be liable as sole principal debtor, with the consequence that such liability will not be discharged, impaired or otherwise affected by anything which would not so discharge, impair or otherwise affect its liability if it were a sole principal debtor, including without limitation:
 - (a) any time, indulgence, waiver or consent at any time given to the Guaranteed Issuer or any other person;
 - (b) any amendment to the Conditions in respect of the Guaranteed Notes, the Deed of Covenant or the Deed Poll or to any security or other guarantee or indemnity;
 - (c) the making or absence of any demand on the Guaranteed Issuer or any other person;
 - (d) the enforcement or absence of enforcement of any Guaranteed Notes, the Deed of Covenant or the Deed Poll or of any security or other guarantee or indemnity;
 - (e) the release of any such security, guarantee or indemnity;
 - (f) the dissolution, amalgamation, reconstruction or reorganisation of the Guaranteed Issuer or any other person;
 - (g) the winding up of the Guaranteed Issuer or the bringing of any analogous proceeding in any jurisdiction or any change in its status, function, control or ownership; and

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- (h) the illegality, invalidity, irregularity or unenforceability of, or any defect in, any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll or any of the Guaranteed Issuer's obligations in respect thereof.
- As a separate and alternative stipulation, the Guarantor irrevocably agrees that any sum expressed to be payable by the Guaranteed Issuer under any Guaranteed Note, the Deed of Covenant or the Deed Poll which is for any reason (including, without limitation, by reason of any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll being or becoming void, unenforceable or otherwise invalid under any applicable law) (whether or not now known or becoming known to the Guaranteed Issuer, the Guarantor, the Holder(s), the Accountholder(s) or any other person) not recoverable from it on the basis of a guarantee, will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid by it to the Holder(s) or the Accountholder(s) on written demand. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by the Holder(s), the Accountholder(s) or any other person.

3. STATUS

- 3.1 The claims of the Holders and Accountholders against the Guarantor in respect of senior Guaranteed Notes will constitute direct, unconditional and (subject to the provisions of Condition 11 (Negative Pledge with respect to Senior Notes) and the provisions of the Fiscal Agency Agreement) unsecured obligations of the Guarantor and rank pari passu in right of payment among the Guarantee, prior to the equity securities of the Guarantor and equally with all other unsecured and unsubordinated debt obligations of the Guarantor (subject, in the event of insolvency, to laws affecting creditors' rights generally).
- 3.2 The claims of the Holders and the Accountholders against the Guarantor in respect of subordinated Guaranteed Notes constitute direct, unsecured and subordinated obligations of the Guarantor and rank pari passu among themselves and pari passu will all other present and future unsecured, unconditional and subordinated indebtedness of the Guarantor and will be subordinated, in the event of the winding-up of the Guarantor, to the claims of its Senior Creditors. Amounts payable under the Guarantee shall be due and payable by the Guarantor in such winding-up only if and to the extent that all claims against the Guarantor by its Senior Creditors have been paid in full.
- 3.3 Subject to applicable law, no Holder or Accountholder may be granted any security by the Guarantor or any third party or claim any right of set-off in respect of any amount owed to it by the Guarantor under this Guarantee in connection with subordinated Guaranteed Notes and each Holder or relevant Accountholder shall be deemed to have waived all such rights.
- 3.4 Subsequent agreements which limit the subordination effected pursuant to Clause 3.2 or which accelerate payments under this Guarantee in respect of subordinated Guaranteed Notes are not permitted by law. Should payments be effected in respect of subordinated Guaranteed Notes by the Guarantor before the maturity date without legal preconditions

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being fulfilled, the amount paid shall be refunded to the Guarantor notwithstanding any agreement to the contrary.

4. CONTINUING GUARANTEE

This Guarantee is a continuing guarantee and shall extend to the ultimate balance of all the obligations of the Guaranteed Issuer under any Guaranteed Note notwithstanding any settlement of account or other matter or thing whatsoever. It shall remain in full force and effect until all such obligations have been irrevocably paid and satisfied in full. Furthermore, such obligations are additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in favour of any person.

5. REINSTATEMENT

If any payment received by a Holder or Accountholder shall, on the subsequent bankruptcy, insolvency, corporate reorganisation or other similar event of the Guaranteed Issuer, be avoided or set aside under any laws relating to such events, such payment shall not be considered as discharging or diminishing the liability of the Guarantor and this Guarantee shall continue to apply as if such payment had at all times remained owing by the Guaranteed Issuer, provided that the obligations of the Guaranteed Issuer and/or the Guarantor under this Clause 5 shall, as regards each payment made to the Holder or Accountholder which is avoided or set aside, be contingent upon such payment being reimbursed to the Guaranteed Issuer or other persons entitled through the Guaranteed Issuer.

6. IMMEDIATE RECOURSE

The Guarantor waives any right it may have of first requiring a Holder or Accountholder to proceed against or enforce any other rights or security against the Guaranteed Issuer or any other person before claiming from the Guarantor hereunder.

7. COVENANTS

The Guarantor covenants in favour of the Holders and the Accountholders that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions.

8. **DEPOSIT OF GUARANTEE**

This Guarantee shall be deposited with and held by the Fiscal Agent until all obligations of the Guaranteed Issuer and/or in respect of the Guaranteed Notes have been discharged in full. The Guarantor hereby acknowledges the right of every Holder and Accountholder to the production of this Guarantee.

9. STAMP DUTIES

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Guarantee, and shall indemnify each Holder and Accountholder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, reasonably legal fees and any

applicable value added tax) which it incurs as a result of or arising out of or in relation to any failure of the Guarantor to pay or delay in paying any of the same.

10. PARTIAL INVALIDITY

If at any time any provisions hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

11. NOTICES

All notices, demands or other communications by any Holder or Accountholder upon the Guarantor shall be duly served upon the Guarantor if served on the Guarantor by letter at 745 Seventh Avenue, New York, New York 10019.

12. GOVERNING LAW

This Guarantee shall be governed by, and construed in accordance with, the law of the State of New York.

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IN WITNESS whereof the Guarantor has executed this Guarantee the day and year first above written.

EXECUTED

by LEHMAN BROTHERS HOLDINGS INC.

acting by

PAOLO TONUCCI

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New York, NY 10150-5076 In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		SBC - Southern District of New York nan Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000062820
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The Värde Fund, L.P. c/o Brown Rudnick LLP Seven Times Square New York, NY 10036			Court Claim Number: (If known) Filed on:
Attn: Howard Steel, Esq. Telephone number: 212.209.4800	Email Address: hsteel@brown	rudnick.com	
Name and address where payment should be Värde Management, L.P. (agent for The Vä 8500 Normandale Lake Blvd, Suite 1500 Minneapolis, MN 55437 Attn: Liquid Operations / Operations@varde.com	e.com / 952.374.5122		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
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EXHIBIT A

ADDENDUM TO PROOF OF CLAIM OF THE VÄRDE FUND, L.P.

- 1. This Proof of Claim is, and shall be deemed to be, filed, submitted and asserted by The Värde Fund, L.P. ("Värde") against Lehman Brothers Holdings Inc. ("LBHI") and its affiliates, as debtors and debtors-in-possession (collectively, the "Debtors") in each of their respective chapter 11 cases. Värde is filing this Proof of Claim in order to set forth the claims of Värde relating to "Lehman Programs Securities" against LBHI and the Debtors, as more fully described below.
- 2. Värde is a noteholder in several notes series issued by Lehman Brothers Treasury Co. B.V. ("<u>LBT</u>") and LBHI (collectively, the "<u>Notes</u>"), and is also a holder of certificates issued by Lehman Brothers Securities N.V. ("<u>LBS</u>") and LBT (collectively, the "<u>Certificates</u>"), as more fully described on the attached <u>Schedule 1</u>.
- 3. Värde asserts this claim against LBHI for any and all prepetition and postpetition amounts and liabilities in respect of the Notes, Certificates and any other documents related thereto, including, without limitation, any and all principal, premiums, interest, additional interest, periodic payments, coupon payments, fees, costs, expenses, attorneys' and professionals' fees and disbursements, any final redemption amounts, automatic redemption amounts, cash settlement amounts, physical settlement amounts, fractional share amounts, cancellation amounts, early redemption amounts, any other amounts owed, and any and all indemnification obligations owed under the Notes and Certificates (as applicable), and to the extent allowed by law.
- 4. Pursuant to that certain Unanimous Written Consent of the Executive Committee of the Board of Directors of LBHI, dated June 9, 2005 (the "2005 Guarantee"), a copy of which

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is attached hereto as Exhibit B, LBHI has guaranteed the payment of all liabilities, obligations and commitments of certain subsidiaries, including LBT and LBS. Pursuant to that certain Guarantee Agreement in respect of LBT, dated July 24, 2008 (the "2008 Guarantee"), a copy of which is attached hereto as Exhibit C, LBHI unconditionally and irrevocably guaranteed the performance of all of LBT's obligations in the Notes, including, without limitation, the payment of principal and interest, together with all other sums payable by LBT under the Notes. The 2008 Guarantee extends to the ultimate balance of the Notes notwithstanding any settlement of accounts, or other matter whatsoever, and remains in full force and effect until all obligations have been irrevocably paid and satisfied in full. Värde thus asserts its claim with respect to the Notes and Certificates against LBHI on the basis of the 2005 Guarantee, the 2008 Guarantee, and any other guarantees, contractual or otherwise, by LBHI for the benefit of LBT and LBS.

- 5. As certain of the damages described above are contingent, unliquidated and likely to continue, the exact amount of Värde's total claim as set forth herein is unknown at this time. Värde reserves the right to amend or supplement this Proof of Claim, and any schedule or exhibit attached hereto, as it may deem necessary and proper.
- 6. Värde reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Värde by LBHI and the Debtors, including, without limitation, any rights of setoff and/or recoupment not expressly observed above. Värde reserves the right to file additional proofs of claim for additional claims which may be based on the same or additional documents. Värde reserves the right to file additional proofs of claim for administrative expenses or other claims entitled to priority. Värde reserves the right to file claims for the payment of interest (subject to applicable law) and for the reimbursement of all reasonable expenses (including attorneys' fees and

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collection fees) incurred by Värde in connection with the claims described herein. Värde further reserves all of its rights as against the other debtors in these Chapter 11 proceedings and against other Lehman entities in any other Lehman proceeding in the United States or overseas.

7. This Proof of Claim is filed under the compulsion of the bar date set in this case and is filed to protect Värde from forfeiture of its claim by reason of said bar date. The filing of this Proof of Claim shall not constitute: (a) a waiver, release, or limitation of Värde's rights against any person, entity or property (including, without limitation, LBHI or any other person or entity that is or may become a debtor in a case pending in this Court) in which Värde has a security interest or lien, (b) a consent by Värde to the jurisdiction or venue of this Court or any other court with respect to the proceedings, if any, commenced in any case against or otherwise involving Värde with respect to the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in these cases against or otherwise involving Värde, (c) a waiver, release, or limitation of the right of Värde to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution, (d) a consent by Värde to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise, (e) a waiver, release, or limitation of Värde's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge, (f) a waiver of the right to move to withdraw the reference with respect to the subject

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matter of this claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Värde, (g) a consent to the termination of LBHI's liability to Värde by any particular court, including, without limitation, this Court, (h) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c), or (i) an election of remedies. No judgment has been rendered on this claim. This claim is not subject to any setoff or counterclaim rights by LBHI.

- 8. Copies of any documents that underlie or evidence the obligations of LBHI, the Debtors, and any issuer to Värde that are not attached hereto are available upon written request to Värde.
- 9. All notices and distributions in respect of this claim should be forwarded to: The Värde Fund, L.P. c/o Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Howard S. Steel, Esq.

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SCHEDULE 1

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08-13555-mg Doc 52603-2

EXHIBIT B

2005 GUARANTEE

06/08/2005 16:41 LEHMAN > 916467582653

NO.504 P01

UNANIMOUS WRITTEN CONSENT OF THE

EXECUTIVE COMMITTEE OF THE

BOARD OF DIRECTORS OF

LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT.

08-13555-mg Doc 52603-2 Filed 04/27/16 Entered 04/27/16 17:17:34 Attachment B Pg 180 of 218

05-09-05 11:31 JDM INVESTMENTS

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RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date baseof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, curstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegae thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or his execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to suffect the purposes and intern of these retaintions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Deted: June 9, 2005

Richard S Pold Jr.

John D. Macomber

06/08/2005

15:41

LEHMAN → 916467582653

NO.504 P03

Schedule A to LBHI Upanimous Written Consent dated June 9, 2005

	Name of Subsidiary	issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4,	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothera Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

EXHIBIT C

2008 GUARANTEE

C L I F F O R I C H A N C E

CLIFFORD CHANCE LLF

EXECUTION COPY

LEHMAN BROTHERS HOLDINGS INC. LEHMAN BROTHERS TREASURY CO. B.V. LEHMAN BROTHERS BANKHAUS AG

U.S.\$100,000,000 EURO MEDIUM-TERM NOTE PROGRAM

Unconditionally and irrevocably guaranteed, as to Notes to be issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG, by

LEHMAN BROTHERS HOLDINGS INC.

GUARANTEE AGREEMENT

in respect of

LEHMAN BROTHERS TREASURY CO. B.V.

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THIS GUARANTEE AGREEMENT is made as of 24 July 2008

BY

(1) LEHMAN BROTHERS HOLDINGS INC. (the "Guarantor")

IN FAVOUR OF

- (2) HOLDERS (as defined below); and
- (3) THE ACCOUNTHOLDERS (as defined below);

WHEREAS

LEHMAN BROTHERS HOLDINGS INC., LEHMAN BROTHERS TREASURY CO. B.V. and LEHMAN BROTHERS BANKHAUS AG (each an "Issuer" and together the "Issuers") have established a Program (the "Program") for the issuance of medium-term notes (the "Notes"). In connection with the Program the Issuers have entered into an Amended and Restated Fiscal Agency Agreement dated 24 July 2008 (as supplemented and amended from time to time, the "Fiscal Agency Agreement") with the Bank of New York Mellon, acting through its London Branch, as Fiscal Agent, the Bank of New York Mellon, acting through its New York Branch, as Registrar and the other parties referred to therein. Notes in bearer form may be represented initially by (in the case of Issuers other than Lehman Brothers Holdings Inc.) a permanent global Note (the "Permanent Global Note") or by a temporary global Note (the "Temporary Global Note") exchangeable in accordance with its terms for a Permanent Global Note or, as the case may be, definitive notes in bearer form ("Definitive Notes") and/or registered Notes ("Registered Notes") represented by definitive Notes in registered form ("Definitive Registered Notes"), global Notes in registered form ("Global Registered Notes") or Notes in registered uncertified form. Permanent Global Notes are, in accordance with their respective terms, exchangeable for Definitive Notes. Registered Notes may be represented initially by Definitive Registered Notes and/or Global Registered Notes. Global Registered Notes, are themselves exchangeable, in accordance with their terms, for Definitive Registered Notes. References herein to "Global Notes" shall be to Permanent Global Notes, Temporary Global Notes and Global Registered Notes. A Global Note will be delivered to a depositary or a common depositary or a common safekeeper or a custodian, as the case may be, for any one or more of the Clearing Systems (as defined below) for credit to such securities clearing (or any other) account or accounts with any Clearing System as may be determined by the terms and conditions and operating procedures or management regulations of the relevant Clearing System with its respective participants and/or accountholders. Notes denominated in Australian dollars may be issued in the domestic Australian capital markets ("Australian Domestic Notes") and Notes denominated in New Zealand dollars that may be cleared through the Austraclear New Zealand System ("New Zealand Domestic Notes") may be issued by Lehman Brothers Treasury Co. B.V. ("LBTCBV"), in each case pursuant to a deed poll to be executed by LBTCBV (the "Deed Poll"), and such Australian Domestic Notes and New Zealand Domestic Notes will be issued in registered, uncertificated and dematerialised book-entry form and take the form of entries on a register to be

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- maintained by an Australian or New Zealand registrar, as applicable, to be appointed by LBTCBV.
- (B) The Guarantor has agreed to guarantee irrevocably the payment of principal and interest together with all other sums payable by LBTCBV under the Notes issued by LBTCBV (the "Guaranteed Issuer") and to guarantee irrevocably the performance by the Guaranteed Issuer of its obligations under the Deed of Covenant, dated 24 July 2008, by the Guaranteed Issuer in favour of the parties identified therein (as supplemented, amended or replaced from time to time, the "Deed of Covenant") and the performance by the Guaranteed Issuer of its obligations under the Deed Poll.

NOW THIS GUARANTEE WITNESSES as follows:

1. **DEFINITIONS**

- 1.1 In this Guarantee the following words and expressions shall have the following meanings:
 - "Accountholder" shall bear the meaning ascribed thereto in the Deed of Covenant in respect of Guaranteed Notes;
 - "Clearing System" means each of Euroclear, Clearstream, Luxembourg, DTC and any other clearing system specified in the relevant Final Terms;
 - "Conditions" means the terms and conditions of the relevant Notes, as the same may be modified or supplemented in accordance with the terms thereof, and any reference to a numbered "Condition" is to the correspondingly numbered provision thereof;
 - "DTC" means The Depositary Trust Company;
 - "Guaranteed Note" shall mean a Note issued by the Guaranteed Issuer (including an Australian Domestic Note and a New Zealand Domestic Note) and shall include any related Coupon, Talon or Receipt;
 - "Holder" shall bear the meaning ascribed thereto in the Conditions, in respect of any Guaranteed Note;
 - "Relevant Date" means either (i) the date on which payment of the relevant Note first becomes due or (ii) if the full amount of the moneys payable has not been received by the Fiscal Agent (or any other paying agent in respect of the relevant Note) on or prior to such due date, the date on which all moneys then due for payment shall have been so received and notice to that effect shall have been duly given to the Holders or Accountholders; and
 - "this Guarantee" shall mean this Guarantee Agreement as amended or supplemented from time to time.
- 1.2 Headings used in this Guarantee are for each of reference only and shall not affect its construction.
- 1.3 Unless otherwise defined herein, terms defined in the Conditions have the same respective meanings when used in this Guarantee.

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2. GUARANTEE

- 2.1 The Guarantor hereby irrevocably and unconditionally guarantees to the Holders and the Accountholders the performance by the Guaranteed Issuer of all its obligations pursuant to the Conditions of the Notes including without limitation:
 - (a) the due and punctual payment of each amount payable in respect of any Guaranteed Note, the Deed of Covenant and the Deed Poll as and when the same become due and payable; and
 - (b) any obligation to deliver or procure the delivery of any securities pursuant to such Conditions,

so that the Guarantor shall, if the Guaranteed Issuer shall fail punctually to perform any such obligation forthwith perform or procure the performance of the obligation in accordance with the applicable Conditions upon written demand by such Holder or Accountholder including (without limitation) the due and punctual payment of any such amount in the manner and currency prescribed by such Guaranteed Note which the Guaranteed Issuer shall be liable to pay under and pursuant to such Guaranteed Note, the Deed of Covenant or the Deed Poll or the delivery of any securities pursuant to such Conditions and which the Guaranteed Issuer shall have failed to pay or deliver (as the case may be) at the time such demand is made.

- 2.2 This Guarantee is one of payment and not collection. The Guarantor acknowledges that its obligations hereunder are several and independent obligations of the Guaranteed Issuer and that the Guarantor shall be liable as sole principal debtor, with the consequence that such liability will not be discharged, impaired or otherwise affected by anything which would not so discharge, impair or otherwise affect its liability if it were a sole principal debtor, including without limitation:
 - (a) any time, indulgence, waiver or consent at any time given to the Guaranteed Issuer or any other person;
 - (b) any amendment to the Conditions in respect of the Guaranteed Notes, the Deed of Covenant or the Deed Poll or to any security or other guarantee or indemnity;
 - (c) the making or absence of any demand on the Guaranteed Issuer or any other person;
 - (d) the enforcement or absence of enforcement of any Guaranteed Notes, the Deed of Covenant or the Deed Poll or of any security or other guarantee or indemnity;
 - (e) the release of any such security, guarantee or indemnity;
 - (f) the dissolution, amalgamation, reconstruction or reorganisation of the Guaranteed Issuer or any other person;
 - (g) the winding up of the Guaranteed Issuer or the bringing of any analogous proceeding in any jurisdiction or any change in its status, function, control or ownership; and

- (h) the illegality, invalidity, irregularity or unenforceability of, or any defect in, any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll or any of the Guaranteed Issuer's obligations in respect thereof.
- As a separate and alternative stipulation, the Guarantor irrevocably agrees that any sum expressed to be payable by the Guaranteed Issuer under any Guaranteed Note, the Deed of Covenant or the Deed Poll which is for any reason (including, without limitation, by reason of any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll being or becoming void, unenforceable or otherwise invalid under any applicable law) (whether or not now known or becoming known to the Guaranteed Issuer, the Guarantor, the Holder(s), the Accountholder(s) or any other person) not recoverable from it on the basis of a guarantee, will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid by it to the Holder(s) or the Accountholder(s) on written demand. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by the Holder(s), the Accountholder(s) or any other person.

3. STATUS

- 3.1 The claims of the Holders and Accountholders against the Guarantor in respect of senior Guaranteed Notes will constitute direct, unconditional and (subject to the provisions of Condition 11 (Negative Pledge with respect to Senior Notes) and the provisions of the Fiscal Agency Agreement) unsecured obligations of the Guarantor and rank pari passu in right of payment among the Guarantee, prior to the equity securities of the Guarantor and equally with all other unsecured and unsubordinated debt obligations of the Guarantor (subject, in the event of insolvency, to laws affecting creditors' rights generally).
- 3.2 The claims of the Holders and the Accountholders against the Guarantor in respect of subordinated Guaranteed Notes constitute direct, unsecured and subordinated obligations of the Guarantor and rank pari passu among themselves and pari passu will all other present and future unsecured, unconditional and subordinated indebtedness of the Guarantor and will be subordinated, in the event of the winding-up of the Guarantor, to the claims of its Senior Creditors. Amounts payable under the Guarantee shall be due and payable by the Guarantor in such winding-up only if and to the extent that all claims against the Guarantor by its Senior Creditors have been paid in full.
- 3.3 Subject to applicable law, no Holder or Accountholder may be granted any security by the Guarantor or any third party or claim any right of set-off in respect of any amount owed to it by the Guarantor under this Guarantee in connection with subordinated Guaranteed Notes and each Holder or relevant Accountholder shall be deemed to have waived all such rights.
- 3.4 Subsequent agreements which limit the subordination effected pursuant to Clause 3.2 or which accelerate payments under this Guarantee in respect of subordinated Guaranteed Notes are not permitted by law. Should payments be effected in respect of subordinated Guaranteed Notes by the Guarantor before the maturity date without legal preconditions

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being fulfilled, the amount paid shall be refunded to the Guarantor notwithstanding any agreement to the contrary.

4. CONTINUING GUARANTEE

This Guarantee is a continuing guarantee and shall extend to the ultimate balance of all the obligations of the Guaranteed Issuer under any Guaranteed Note notwithstanding any settlement of account or other matter or thing whatsoever. It shall remain in full force and effect until all such obligations have been irrevocably paid and satisfied in full. Furthermore, such obligations are additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in favour of any person.

5. REINSTATEMENT

If any payment received by a Holder or Accountholder shall, on the subsequent bankruptcy, insolvency, corporate reorganisation or other similar event of the Guaranteed Issuer, be avoided or set aside under any laws relating to such events, such payment shall not be considered as discharging or diminishing the liability of the Guarantor and this Guarantee shall continue to apply as if such payment had at all times remained owing by the Guaranteed Issuer, provided that the obligations of the Guaranteed Issuer and/or the Guarantor under this Clause 5 shall, as regards each payment made to the Holder or Accountholder which is avoided or set aside, be contingent upon such payment being reimbursed to the Guaranteed Issuer or other persons entitled through the Guaranteed Issuer.

6. IMMEDIATE RECOURSE

The Guarantor waives any right it may have of first requiring a Holder or Accountholder to proceed against or enforce any other rights or security against the Guaranteed Issuer or any other person before claiming from the Guarantor hereunder.

7. COVENANTS

The Guarantor covenants in favour of the Holders and the Accountholders that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions.

8. **DEPOSIT OF GUARANTEE**

This Guarantee shall be deposited with and held by the Fiscal Agent until all obligations of the Guaranteed Issuer and/or in respect of the Guaranteed Notes have been discharged in full. The Guarantor hereby acknowledges the right of every Holder and Accountholder to the production of this Guarantee.

9. STAMP DUTIES

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Guarantee, and shall indemnify each Holder and Accountholder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, reasonably legal fees and any

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applicable value added tax) which it incurs as a result of or arising out of or in relation to any failure of the Guarantor to pay or delay in paying any of the same.

10. PARTIAL INVALIDITY

If at any time any provisions hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

11. NOTICES

All notices, demands or other communications by any Holder or Accountholder upon the Guarantor shall be duly served upon the Guarantor if served on the Guarantor by letter at 745 Seventh Avenue, New York, New York 10019.

12. GOVERNING LAW

This Guarantee shall be governed by, and construed in accordance with, the law of the State of New York.

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IN WITNESS whereof the Guarantor has executed this Guarantee the day and year first above written.

EXECUTED

by LEHMAN BROTHERS HOLDINGS INC.

acting by

PAOLO TONUCCI

H

FILED | RECEIVED

NOV 0 2 2009

EPIO BANKRUPTCY SOLUTIONS, LLC

3:01

TIME

DATE

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United State	s Bankruptcy Court/Southern Di	strict of New York	I CHRAN	SECURITIES BROCKAMS
	thers Holdings Claims Processing kruptcy Solutions, LLC	Center		SECURITIES PROGRAMS PROOF OF CLAIM
FDR Station	, P.O. Box 5076		Filed: USBC - Sou	thern District of New York
In Re:	IY 10150-5076	Chapter 11	Lehman Brothe	rs Holdings Inc., Et Al. 9555 (JMP) 0000063450
Lehman Brot Debtors.	thers Holdings Inc., et al.,	Case No. 08-13555 (JMP) (Jointly Administered)	Į 08-13	1905 (JMF) 0000003433
Note: This fo		other than those based on Lehman		
		address where notices should be sent if di	fferent from Creditor)	Check this box to indicate that this claim amends a previously filed claim.
Banca Espen Via Filodram 20121 Milan Italy	nmatici, 5 o		÷	Court Claim Number: (If known)
Attention: M	r. Luca Pellegrino			Filed on:
Telephone n	ımber: +39 02 88219393	Email Address: luca.pellegrino@gruppo	esneria.com	rned on.
	dress where payment should be so		oopena.com	☐ Check this box if you are aware that anyone
	, , , , , , , , , , , , , , , , , , ,	,		else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone nu	umber:	Email Address:		
of September fixed or liqui 2008. If you	r 15, 2008, whether you owned the	e Lehman Programs Securities on Septem 5, 2008. The claim amount must be stated	ber 15, 2008 or acquired them the d in United States dollars, using the	t owed under your Lehman Programs Securities as greafter, and whether such claim matured or became ne exchange rate as applicable on September 15, th the claim amounts for each Lehman Programs
Amount of 0	Claim: See attached	(Required)		
Check thi	is box if the amount of claim inclu	ides interest or other charges in addition to	the principal amount due on the	Lehman Programs Securities.
2. Provide the to more than	ne International Securities Identifi one Lehman Programs Security,	cation Number (ISIN) for each Lehman P you may attach a schedule with the ISINs	rograms Security to which this cla for the Lehman Programs Securit	aim relates. If you are filing this claim with respect ies to which this claim relates.
Internations	al Securities Identification Num	ber (ISIN): <u>See attached</u>	(Required)	
"Blocking No broker or oth schedule with	umber") for each Lehman Prograr er entity that holds such securities h the Blocking Numbers for each	ns Security for which you are filing a clain	m. You must acquire a Blocking I im with respect to more than one claim relates.	plocking reference number, as appropriate (each, a Number from your accountholder (i.e. the bank, Lehman Programs Security, you may attach a pository blocking reference number:
See attached	(Requi	_		
4. Provide th	e Clearstream Bank, Euroclear Banust acquire the relevant Clearstre	ink or other depository participant account	tory participant account number f	Programs Securities for which you are filing this from your accountholder (i.e. the bank, broker or ers.
Accounthol	lers Euroclear Bank, Clearstres	m Bank or Other Depository Participa	nt Account Number:	
See attached	(Requi	red)		
are deemed to	o have authorized, Euroclear Bani Lehman Programs Securities to the	Bank or Other Depository: By filing the Clearstream Bank or other depository to Debtors for the purpose of reconciling cl	o disclose your identity and aims and distributions.	FOR COURT USE ONLY FILED / RECEIVED
Date. October 30, 2009	Signature: The person filing the or other person authorized to fil notice address above. Attach co	••	ne number if afferent from the	NOV 0 2 2009
	Name: Andrea Cingoli	Title: Chief Executive Officer		
	Name: Carla Giannone	Title: Head of Legal Departme	nt Casta jaunoul	EPIQ BANKRUPTCY SOLUTIONS, LLC
	DI/- C	dulent claim: Fine of up to \$500,000 or in	oprisonment for up to 5 years or l	both 18 U.S.C. 88 152 and 3571

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

ANNEX TO PROOF OF CLAIM OF BANCA ESPERIA S.P.A.

- 1. <u>Claimant</u>. Banca Esperia S.p.A. (the "Claimant"), hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.
- Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers UK Capital Funding III LP (the "Obligors") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, http://www.lehman-docket.com under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 attached hereto. The Program Securities issued by



Lehman Brothers Treasury Co. B.V. have also the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of Lehman Brothers Treasury Co. B.V. pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

- 3. <u>Claim.</u> The Claimant is authorized to act on behalf of the holders of certain securities described more fully in <u>Exhibit 1</u> hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 6,414,784.19 <u>plus</u>, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on <u>Exhibit 2</u> attached hereto.
- 4. <u>Security Interests and Priority Status</u>. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.
- 5. <u>Claims, Counterclaims, Setoffs and Defenses</u>. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.
- 6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or



person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.



ISIN Code	Clearstream blocking #	Clearstream account #	Sub- custodian account #	Issuer	Nominal Amount
XS0243852562	CA94081	88511	1011740600C	Lehman Brothers UK Capital Funding III LP	€ 650,000.00
XS0195431613	CA74749	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 50,000.00
XS0176153350	CA96899	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 221,000.00
XS0176153350	CA18057	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 15,000.00
XS0210782552	CA75303	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 25,000.00
XS0178969209	CA74978	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 130,000.00
XS0211093041	CA75797	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 300,000.00
XS0211093041	CA18304	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 30,000.00
XS0208459023	CA74731	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 2,145,000.00
XS0283497005	CA05026	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 14,000.00
XS0181945972	CA75420	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 855,000.00

Coll

ISIN Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD)*	Interest (USD) *	Total (USD) *
XS0243852562	650,000.00	14,107.73	664,107.73	919,815.00	19,963.85	939,778.85
XS0195431613	50,000.00	422.37	50,422.37	70,755.00	597.70	71,352.70
XS0176153350	236,000.00	6,713.21	242,713.21	333,963.60	9,499.86	343,463.46
XS0210782552	25,000.00	546.48	25,546.48	35,377.50	773.32	36,150.82
XS0178969209	130,000.00	3,579.64	133,579.64	183,963.00	5,065.55	189,028.55
XS0211093041	330,000.00	3,804.93	333,804.93	466,983.00	5,384.36	472,367.36
XS0208459023	2,145,000.00	48,081.25	2,193,081.25	3,035,389.50	68,039.78	3,103,429.28
XS0283497005	14,000.00	387.28	14,387.28	19,811.40	548.04	20,359.44
XS0181945972	855,000.00	20,453.14	875,453.14	1,209,910.50	28,943.24	1,238,853.74

	USD \$ 6,414,784.19
Total Claim Amount	11811 8 0.414. /84.19 1
Total Claim Amount	002 0,121,701122

^{*} Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: $1 \, EUR = 1.4151 \, USD$.



^{**} Interest accrued until September 14, 2008 (included).

Evidence of Ownership



MCDD CUSTODY

NR. 789 P.



BNP PARIBAS SA au capital de 1 772 303 526 auros Immatriculée sous le n° 662 042 449 RCS = Identifiant C E FR76652042449 Siège social : 16, bid des italians = 75009 PARIS = www.bnppsribbs.com

CORPORATE ACTION - AVIS DE BLOCAGEBLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 97574 1011740600C

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO ITALIE

reference 0258E - 2009477377

October 20Th, 2009

LEHMAN «XS0243852562»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

Isin: XS0243852562

Security name: LEHMAN Type of event: CONSENT

Instruction quantity: FAMT 650000 Instruction's date: 14/10/2009 Blocking reference: CA94081

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services



MCDD CUSTODY

NR. 789



BNP PARIBAS SA au captel de 1 772 303 826 eums Immal/Iculés scus le n° 652 042 449 RCS – Identifent C.E FR76852042448 Siège social : 19, bid des talters – 75009 PARIS – www.bnppsribas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO IT ITALIE

30026 97574 1011740600C

reference 0285[£] - 2009478129

OCTOBER 14th, 2009

LEHMAN BROS TSY TV14 CPI EMTN «X\$0195431613 »

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

Isin: XS0195431613

Security name: LEHMAN BROS TSY TV14 CPI EMTN

Type of event: CONSENT Instruction quantity: 50000 Instruction's date: 13/10/2009 Blocking reference: CA74749

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services

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MCDD CUSTODY

NR. 789 P. 12



BNP PARIBAS SA au capital de 1 772 303 628 euros Immalriculés spus lo nº 962 042 449 RCS - Igentifant C.E FR78862042449 Siègo social : 18, bid des tallens - 75008 PARIS - www.bxpparibps.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO IT ITALIE

30026 97574 1011740600C

reference 0258E -- 2009477638

October 16th, 2009

LEHMAN TV03-1013 EMTN «XS0176153350 »

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

Isin; X\$0176153350

Security name: LEHMAN TV03-1013 EMTN

Type of event: CONSENT Instruction quantity: 221000 Instruction's date: 13/10/2009 Blocking reference: CA96899

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services



MCDD CUSTODY

NR. 789 P.



BNP PARIBAS 6A su capital de 1 772 303 528 curos Immatriculée cous le n° 552 042 449 RCS – Identifani C.E FR7685204244\$ Biège cocial · 18, bid des italians – 75009 PARIB – www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO IT ITALIE

30026 97574 1011740600C

reference 0258E - 2009477638

October 19th, 2009

Sirs.

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

Isin: XS0176153350

Security name: LEHMAN BROTHERS TV03-1013EMTN

Type of event: CONSENT Instruction quantity: 15000 Instruction's date: 19/10/2009 Blocking reference: CA18057

For more information, please feel free to contact your dedicated account manager.

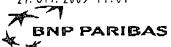
Best regards.

BNP PARIBAS Securities Services

C.J.

MCDD CUSTODY

NR. 789 P.



BNP PARIBAS SA su capital de 1 772 303 528 euros Immatricules sous is nº 552 042 449 RCS = Idendilant C.E FR76602042449 Siège social : 18, bid des lighons = 75000 PARIS = www.bnppatibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 97574 1011740600C

0600C VIA DANTE 16 20121 MILANO IT ITALY

Reference 0258E - 2009477996

October 14th, 2009

BANCA ESPERIA SA

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0210782552

Security name: LEHMAN BROTHERS TV05-010213EMTN

Type of event: CONSENT Instruction's date: 13/10/2009 Instruction quantity: 25 000

Blocking reference: CA75303

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services



MCDD CUSTODY

NR. 789

P. 13



BNP PARIBAS SA au capital de 1 772 303 526 auros Immatriculide sous le nº 862 042 449 RCS - Identicant C.E FR78862042449 Siège social : 16. bid des ligillens - 75008 PARIS - www.bnpparibas.com

CORPORATE ACTION - ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

BANCA ESPERIA SA VIA DANTE 16 **20121 MILANO** ITALY

Account number PARB ITMM 30026 97574 1011740600C BANCA ESPERIA SPA

Reference 0258E - 2009477642

October 14th, 2009

LEHMAN TV13 EMTN « XS0178969209»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0178969209

Security Name: LEHMAN TV13 EMTN

Type of event: CONSENT Instruction's date: 14-10-2009 Quantity: 130 000 FAMT Blocking reference: CA74978

For more information, please feel free to contact your dedicated account manager.

Best regards.

C.J.

MCDD CUSTODY

NR. 789 P. 14



BNP PARIBAS SA au copigi de 1 772 303 528 auros Immaricules sous lo nº 562 042 449 RCS – Idondiani C.E FR70662042449 Biège social : 16, big ges taliens – 75009 PARIS – www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 97574 1011740600C

VIA DANTE 16 20121 MILANO IT ITALY

Reference 0258E - 2009478010

October 14th, 2009

BANCA ESPERIA SA

LEHMAN BROTHERS TP05-160215 «XS0211093041»

Sirs.

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0211093041

Security name: LEHMAN BROTHERS TP05-160215

Type of event: CONSENT Instruction's date: 13/10/2009 Instruction quantity: 300 000

Blocking reference: CA75797

For more information, please feel free to contact your dedicated account manager.

Best regards.

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MCDD CUSTODY

NR. 789 P. 4



BNP PARIBAS 8A au capital de 1 772 303 528 euros Immaurculés sous le n° 862 042 449 ACS – Identifoni C.E FR76882042449 Biège social : 18, bid des hellens – 75008 PARIS – Www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 97574 1011740600C

BANCA ESPERIA SA

VIA DANTE 16 20121 MILANO IT ITALY

Reference 0258E - 2009478010

October 20th, 2009

LEHMAN BROTHERS TP05-160215 «XS0211093041»

Sirs.

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0211093041

Security name: LEHMAN BROTHERS TP05-160215

Type of event: CONSENT Instruction's date: 19/10/2009 Instruction quantity: 30 000 Blocking reference: CA18304

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services

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MCDD CUSTODY

NR. 789

P. 15



ENP PARIBAS SA au capina de 1 772 303 626 euros immetricules ecus les nº 562 042 449 RCS – Identifant C.E FR76562042449 Siège social : 16, bid des italions – 75009 PARIS – www.bnpparibas.com

CORPORATE ACTION - ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO ITALY

Account number
PARB ITMM 30026 97574
1011740600C BANCA ESPERIA SPA

Reference 0258E - 2009478115

October 14th, 2009

LEHM.BROTH.TR.7 PCT 16 « X\$0208459023»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0208459023

Security Name: LEHM.BROTH.TR.7 PCT 16

Type of event: CONSENT Instruction's date: 14-10-2009 Quantity: 2 145 000 FAMT Blocking reference: CA74731

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securitles Services

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MCDD CUSTODY

NR. 789

P. 11



BNP PARIBAS SA su capital de 1 772 303 528 euros immatriculée sous la nº 882 042 449 RC3 = (dentifant C.E FR78862042449 Giège social : 18, bid des kalisns = 75009 PARIS = www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 00100 1011740600C

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO ITALIE

reference 0258E - 2009477552

October 16TH, 2009

LEHMAN BROS TSY TR07-17 « XS0283497005»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

Isin: XS0283497005

Security name: LEHMAN BROS TSY TR07-17

Type of event: CONSENT Instruction quantity 14000 Instruction's date: 13/10/09 Blocking references: CA05026

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services		
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MCDD CUSTODY

NR. 789

P. 16



BNP PARIBAS SA au capital de 1 772 303 528 euros Immalriculdo sous le nº 862 042 449 RGS — Identifam C.E fR75862042449 Siègo social : 18, bid ces liatens — 75009 PARIS — www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 97574 1011740600C

Reference 0258E - 2009478144 BANCA ESPERIA SA

VIA DANTE 16 20121 MILANO IT ITALY

October 14th, 2009

LEHMAN BROS TP04-14/01/14 FOI «XS0181945972»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0181945972

Security name: LEHMAN BROS TP04-14/01/14 FOI

Type of event: CONSENT Instruction's date: 13/10/2009 Instruction quantity: 855 000

Blocking reference: CA75420

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services





Written Consent June 9, 2005

H

06/08/2005

16:41

LEHMAN → 916467582653

NO.504 P01

UNANIMOUS WRITTEN CONSENT OF THE

EXECUTIVE COMMITTEE OF THE

BOARD OF DIRECTORS OF

LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT.

#

08-13555-mg Doc 52603-2 Filed 04/27/16 Entered 04/27/16 17:17:34 Attachment B Pg 213 of 218

05-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

HO.290 NO.584

DE 85 2005 25:11 <u>23</u>47 26/86/2025 16:41 <u>25</u>47

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date bereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto:

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegae thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 7, 2005

Richard C Puld Ir

John D. Macomber

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06/08/2005

16:41

LEHMAN ÷ 916467582653

NO.504

Ø03

Schedule A to LBHI Unanimous Written Consent dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No





United States Bankruptcy Court/Southern District of New York

Epiq Bankruptcy Solutions, LLC Attn: Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor New York, NY 10017

Banca Esperia S.p.A. Via Filodrammatici 5 20121 – Milano Italy

Attention: Mr Luca Pellegrino

Tel. +39 02 88219393 Fax + 39 02 88219300 E-mail luca.pellegrino@gruppoesperia.com

Ocotber 30, 2009

BANCA ESPERIA S.P.A. - PROOF OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC.

To: United States Bankruptcy Court/Southern District of New York

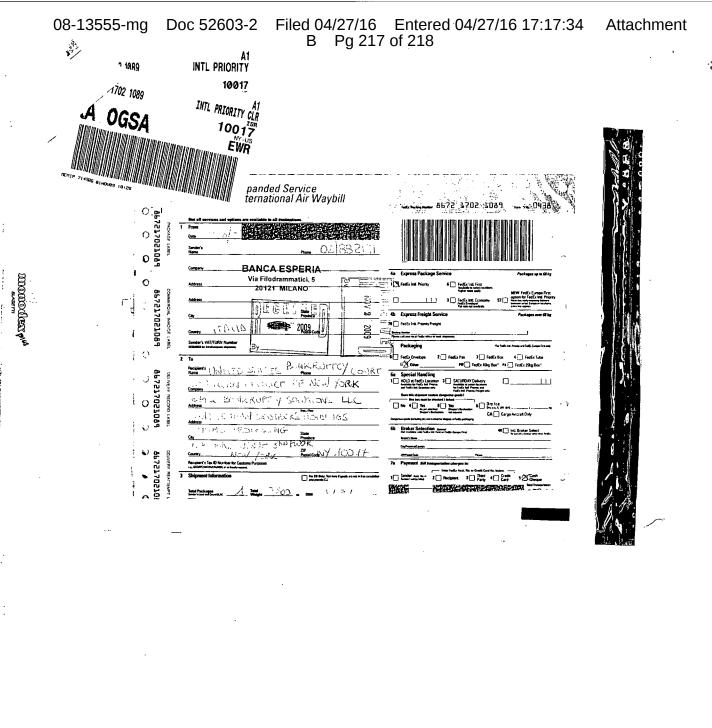
Enclosed please find No. 2 original copies of the proofs of claim hereby filed by Banca Esperia S.p.A. against Lehman Brothers Holdings Inc., together with photocopies of the original proofs of claims Please retain and time-stamp the original proofs of claim and please time-stamp and return the photocopies (time-stamped as "RECEIVED") by using the enclosed prepaid envelop.

Kind regards,

Banca Esperia S.p.A.

Luca Pellegrino — Legal Department

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